

Exhibit A-31

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Name of Debtor Against Which Claim is Held CES Aviation LLC	Case No. of Debtor 08-13905		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)		THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Stonehill Institutional Partners, L.P. c/o Stonehill Capital Management LLC 885 Third Avenue, 30th Floor New York, NY 10022 Attn: Paul D. Malek, Esq. Telephone number: 212-739-7474 Email Address: pmalek@stonehillcap.com		<input checked="" type="checkbox"/> Check this box to indicate that this claim supersedes a previously filed claim. Court Claim Number: 19921 (If known) Filed on: 09/21/2009	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ 77,380,909.22 If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. <input type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* *IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is based on a Derivative Contract or Guarantee.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).	
2. Basis for Claim: Prime brokerage agreement (see attachment) (See instruction #2 on reverse side.)		Amount entitled to priority: \$ _____	
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)			
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____ (See instruction #6 on reverse side.)			
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		FOR COURT USE ONLY	
Date: 7/29/14	Signature: The person filing this claim must sign in Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number, if different from the notice address above. Attach copy of power of attorney, if any. Paul Malek, General Counsel, Stonehill Capital Management LLC		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

(A-31) INSTITUTIONS FOR PROTECTION OF DEBTORS

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Name of Debtor, and Case Number:

YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED, INCLUDING THE THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE CLAIM FORM.

08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
08-13885	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properties Loan Finance S.a.r.l.
08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Ranch LLC
08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Kalakaua Owners LLC
08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC

If your Claim is against multiple Debtors, complete a separate form for each Debtor.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured Claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptcy Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptcy Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their affiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings plc, Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.).

Guarantee

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance.

Lehman Programs Securities

Lehman Programs Securities means those securities included on the Lehman Programs Securities list available on <http://www.lehman-docket.com> as of July 27, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

ATTACHMENT TO PROOF OF CLAIM OF
STONEHILL INSTITUTIONAL PARTNERS, L.P.

Stonehill Institutional Partners, L.P. ("Claimant") hereby files this claim (the Proof of Claim Form together with this Attachment are referred to herein as the "Claim") in the chapter 11 case of CES Aviation LLC (the "Debtor") and, in support of the Claim, represents as follows:

Background

1. Claimant is a private investment fund organized as an exempted company under the laws of the Cayman Islands. Stonehill Capital Management LLC ("SCM") is Claimant's investment adviser and an authorized signatory for Claimant.

2. Prior to the commencement of these chapter 11 cases, Claimant had various business relationships with and was party to a number of agreements with the Debtor and its affiliates. A description of certain of these business relationships and agreements and the claims of Claimant against the Debtor arising thereunder is set forth below.¹

Prime Brokerage

3. Lehman Brothers Inc. ("LBI"), an affiliate of the Debtor currently in a liquidation proceeding (the "SIPA Proceeding") under the Securities Investment Protection Act of 1970, as amended ("SIPA"), was Claimant's sole prime broker until September 17, 2008, two days before commencement of the SIPA Proceeding. Claimant was party to a Customer Account Prime Brokerage Agreement (Account No.: 732-40125) (the "PB Agreement") between Claimant and LBI "as signatory for itself and as agent for the affiliates named herein." The PB Agreement (Paragraph 1) provides that the parties to the PB Agreement

¹ Stonehill Offshore Partners Limited, an affiliate of Claimant, was also a party to a number of agreements with the Debtor and its affiliates and has filed separate proofs of claim in these cases. SCM was a signatory for Claimant for various agreements in its capacity as investment adviser and authorized signatory of Claimant.

consist of Claimant and "Lehman Brothers Inc., Lehman Brothers International (Europe), Lehman Brothers Finance S.A., Lehman Brothers Special Financing Inc., Lehman Brothers Holdings Inc. ("LBHI") and any of their subsidiaries, parents, affiliates, divisions, officers, directors, agents and employees now existing or hereafter created." Such entities are defined as and referred to throughout the PB Agreement collectively and interchangeably as "Lehman Entities" and "Lehman Brothers" and are referred to interchangeably in this Claim as "Lehman Entities" or "Lehman Brothers" (which terms include the Debtor).

4. Although paragraph 21 of the PB agreement refers specifically to "LBI" in connection with prime brokerage services, LBI acted as agent for and signed on behalf of the other Lehman Entities in that capacity. Paragraph 4 of the PB Agreement states that the Claimant "and Lehman Brothers intend this agreement to be a master netting agreement," which is an additional indication that the parties intended all Lehman Entities to share in the benefits and burdens of the PB Agreement. In the LBI Trustee's Preliminary Investigation Report and Recommendations, dated August 25, 2010 (the "Trustee's Report"), the Trustee noted that prime brokerage customer account agreements "included all Lehman entities as parties for certain purposes such as subjecting property in the account to claims and liens." (Trustee's Report at p. 46). By becoming parties to the PB Agreement and availing themselves of the benefits of the PB Agreements, including by imposing claims and liens on customer property, the Debtors and other Lehman Entities also obligated themselves under such agreement on a joint and several basis with LBI.

5. Thus, the Debtor and its affiliated debtors and debtors-in-possession were parties to the PB Agreement. LBHI had the ability to influence and control LBI, its wholly-owned subsidiary, as well as the other Lehman Entities including with respect to the Lehman

Entities' obligations under the Prime Brokerage Agreement. Having reaped the benefits of the PB Agreement, LBHI, the Debtor and its affiliated debtors-in-possession must remain bound by their obligations and liabilities thereunder. As a party to the PB Agreement, the Debtor is fully liable for all amounts owed to Claimant in connection with the PB Agreement. A copy of the PB Agreement is attached to this Claim as Exhibit A.

6. As Claimant's sole prime broker and pursuant to the PB Agreement, LBI had custody of a substantial portion of Claimant's assets, including both cash and securities, and was "responsible for settling trades executed on [Claimant's] behalf by [Claimant's] executing broker(s)." (PB Agreement, Paragraph 21(b)). In addition, the PB Agreement authorized "Lehman Brothers to lend either to itself or to others any securities held by Lehman Brothers in any of [Claimant's] accounts" but provided that Claimant "will be entitled to receive all distributions, including, but not limited to, cash . . . made on or in respect of any loaned, pledged, repledged, hypothecated or rehypothecated securities." (PB Agreement Paragraph 19). As a regulated broker dealer and by virtue of course of conduct among the parties, industry practice and custom, and an implied duty of good faith and fair dealing, LBI (as well as the other Lehman Entities) also had obligations implied by law to Claimant not specifically enumerated in the PB Agreement. The failure of LBI to return Claimant's cash and securities therefore constituted a breach of the PB Agreement by the Debtor and the other Lehman Entities.

7. On January 26, 2009, Claimant filed a proof of claim in the SIPA Proceeding asserting various claims – categorized as “components” of the claim against LBI under SIPA (the “SIPA Claim”). A copy of the SIPA Claim is attached to this Claim as Exhibit B. Between the commencement of the SIPA Proceeding and the date of this Amendment,

virtually all of Claimant's securities and cash held at LBI have been returned to Claimant pursuant to a Notice of SIPA Trustee's Determination of Claim (SIPA Claim No. 900002114) dated March 23, 2010 (as corrected on June 4, 2010), Schedule A to the SIPA Trustee's Distribution Notice dated June 27, 2013 (as corrected on August 22, 2013), and a Declaration, Release and Assignment entered into by Claimant on September 5, 2013 (collectively, the "SIPA Claim Determination").

8. Pursuant to the SIPA Claim Determination, all of the components of the SIPA Claim have been resolved other than Component 8, which represents an aggregate of \$4,919,145.22 in losses as of September 19, 2008, on foreign currency hedges entered into under the PB Agreement,² and component 10, pursuant to which Claimant fully reserved the right to seek interest that may be payable or claimable on cash balanced, additional misdirected wires, and/or other amounts that may have been received by LBI or other Lehman Entities. Component 8 of Claimant's SIPA claim arising from foreign currency hedges has not yet been admitted as a general unsecured claim in LBI's SIPA proceeding although it may be so admitted in the future.

9. In addition, the Debtor and the Lehman Entities are obligated to Claimant for damages, interest, costs, attorneys' fees, including, but not limited to the amount representing the diminution in value of the securities held by LBI under the PB Agreement from the date in which LBI's SIPA Proceeding was commenced through the date that such securities were returned to Claimant. The PB Agreement obligated the Debtor and the Lehman Entities to provide services consistent with the SEC's guidelines on prime brokerage relationships (PB Agreement Paragraph 21(l)). It is an established element of the brokerage

² Although Claimant believes that LBI may have been the only Lehman entity directly involved with the foreign currency hedges, such hedges were entered into under the PB Agreement and are therefore obligations of all of the "Lehman Entities", as noted above.

relationship that a broker-dealer must promptly return the securities upon request and, pursuant to the terms of the PB Agreement, the Debtor and all the Lehman Entities were made jointly and severally liable for any breach of the obligation to return securities.³ Therefore, the Debtor and the Lehman Entities were responsible, separate and apart from LBI's obligations as a broker-dealer subject to SIPA regulation (and notwithstanding any limitation under SIPA with respect to such a diminution in value claim), for the prompt return of the securities to Claimant upon request when LBI commenced its SIPA Proceeding, and must repay Claimant for Claimant's losses due to the failure to return the securities or cause the securities to be returned.

10. A further basis for the diminution in value claim is that LBI and the Lehman Entities were required under state law to act in accordance with their respective obligations as a bailees of the securities, and therefore to return the securities to Claimant (PB Agreement Paragraph 3). Under New York law, which governs the PB Agreement, a bailee has a duty to return goods to a bailor and is liable for loss or damage to the goods. LBI was further obligated to hold the securities as financial assets under Article 8 of the Uniform Commercial Code (PB Agreement Paragraph 3), which entitles the owners of securities to have property that is held in a security account protected from the intermediary's other creditors.

11. The current amount owed for diminution in value of returned securities has been calculated by Claimant to be at least \$72,461,764. The calculation of this amount is

³ Such breach rose to the level of gross negligence and/or willful misconduct and therefore was not subject to the limitation on liability set forth in Paragraph 30 of the PB Agreement.

shown on the spreadsheet attached to this Claim as Exhibit C.⁴ This amount, plus the amount owing on component 8 of the SIPA Claim, gives an aggregate Claim amount equal to approximately \$77,380,909.22.

12. In addition to the bases for asserting the Claim against the Debtors described above, the amounts owed under the PB Agreement discussed above are also recoverable by Claimant as a result of willful and material misrepresentations made by and/or on behalf of the Lehman Entities regarding their financial position and related matters, both publicly⁵ and by a senior representative of the Lehman Entities directly to SCM, Claimant's investment adviser. Such misrepresentations induced Claimant (and likely induced similarly situated customers and counterparties of the Lehman Entities) to refrain from terminating Claimant's prime brokerage (and other counterparty) relationships with the Lehman Entities.

13. During a phone call held in early September 2008, shortly before the Lehman chapter 11 filing and the commencement of the SIPA Proceeding, Mr. John Wickham, believed to be head of Lehman Brothers Global Client Services and acting as a representative of the Lehman Entities, called John Motulsky of SCM in response to Mr. Motulsky's voicemail message to Alex Kirk, believed to then be a senior officer of LBHI, asking about the Lehman Entities' financial stability, specifically in connection with the

⁴ The diminution in value claim is based on the difference in value of securities held at LBI as of the close of business on September 12, 2008, the last business day before the commencement of these cases and the last date on which Claimant was able to obtain its securities from LBI, and the date such securities were returned. Claimant does not mark its portfolio on a daily basis and prices for the securities in Claimant's portfolio, other than those that trade on public markets, are not available on a daily basis. Therefore, other than with respect to publicly traded securities, Claimant used the value of the securities as of the last valuation date prior to September 12, 2008 and the date of return, as applicable.

⁵ For example, on an earnings call on September 10, 2008, five days prior to LBHI's chapter 11 filing, Lehman Brothers' CFO at the time, Ian Lowitt, stated regarding Lehman Brothers' liquidity position that "our liquidity position... remains very strong."

Lehman Entities' prime brokerage and other commercial relationships with Claimant and its affiliates.

14. In response to questions and concerns expressed by Mr. Motulsky regarding the Lehman Entities' financial strength and viability, Mr. Wickham sought to reassure Claimant (through SCM and Mr. Motulsky) regarding the Lehman Entities' financial condition and the stability of its prime brokerage operation. Mr. Motulsky recalls that Mr. Wickham stated that Lehman had adequate liquidity because unlike Bear Stearns it prudently financed its customers with matched funding and had sufficient liquidity from sources it believed to be reliable to meet all of its obligations for a year even if no new financing was available, that it had \$12 billion of surplus cash, and also cited the availability of secured financing from the federal reserve, none of which was used.

15. Mr. Motulsky also recalls that Mr. Wickham stated that Lehman's unrealized appreciation in various assets (one of which was Neuberger Berman, half of which Mr. Wickham stated might soon be sold at a profit to realize value and add to tangible equity) were more than sufficient to cover possible unrealized losses in its portfolio and provide incremental equity that would be required for a planned spinout of most of Lehman's commercial real estate portfolio, and conveyed a message that Lehman Brothers' prime brokerage operation would continue operating in the normal course, and that Claimant should be comfortable continuing its customer and counterparty relationship with Lehman Brothers.⁶ A few days after this conversation the Debtor commenced this chapter 11 case and LBI commenced its SIPA Proceeding.

⁶ Many of Mr. Wickham's comments appeared to be taken from talking points Mr. Wickham received from the Lehman Entities for communications with customers, rather than being "off the cuff" remarks of Mr. Wickham's personal views regarding Lehman's financial condition.

16. As a result of the material misrepresentations by Lehman Brothers and its representatives to the public, and by Mr. Wickham, who acted with apparent authority on behalf of LBHI and its affiliates, to SCM, Lehman Brothers and their representatives succeeded in persuading the Claimant to refrain from demanding the return of its assets held by LBI and other Lehman Entities and otherwise taking actions to promptly reduce its commercial exposure to Lehman Brothers prior to the effective curtailment of LBI's normal operations and the subsequent commencement of the SIPA Proceeding.

17. Thus, by virtue of the public misrepresentations of Lehman Brothers and private misrepresentations by Mr. Wickham, Lehman Brothers' agent, directly to SCM, which misrepresentations were intended for the benefit of the Lehman Entities to convince Lehman Brothers' customers and counterparties in general and SCM in particular of the financial stability and health of Lehman Brothers despite the fact that Lehman Brothers' officers knew or should have known that there were substantial risks that Lehman Brothers' liquidity and capital may not continue to support its operations, the Lehman Entities, including the Debtor, are fully liable for any and all direct, indirect, nominal or consequential damages incurred by Claimant in connection with the PB Agreement or otherwise arising in connection with Claimant's prime brokerage and counterparty relationship with Lehman Brothers, including the claim arising from diminution in value of securities that were not timely returned to Claimant.

18. Claimant is entitled to assert and is asserting against the Lehman Entities, including the Debtor, the full amount of claims arising under or relating to the PB Agreement, provided that Claimant may not recover more than 100% of the amount of such claims.

Reservation of Rights

19. No payments have been made to Claimant on account of the claims asserted herein.

20. Claimant reserves all of its rights to supplement or amend this Claim in any and all respects, including to liquidate amounts which are presently unliquidated or estimated.

21. In the event that the Debtor or any of the other debtors assert or Claimant shall determine that another debtor or other party is obligated or liable for any of the categories of claims and amounts set forth herein, this Claim shall be deemed to have been asserted against such other debtor or other party for such category and amount.

22. To the extent not set forth in this Claim, Claimant also makes claim for all direct, indirect, nominal or consequential damages, interest, costs, attorneys' fees, and other amounts owed or owing to it, to the extent recoverable under the applicable agreement and/or applicable law, whether or not liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, in law or equity, secured or unsecured, directly or indirectly related to the matters discussed in this Claim. Claims for amounts asserted herein which are or could be deemed to be postpetition interest under the Bankruptcy code are asserted to the extent allowed under the Bankruptcy Code and applicable non-bankruptcy law.

23. The filing of the Claim is not and shall not be deemed or construed as consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant.

24. Neither the substance nor the act of filing this claim, nor any later appearance, pleading, claim, or action in these cases, is intended or shall be deemed to be a waiver, release, or modification by Claimant of its (a) right to have final orders in non-core matters entered after de novo review by a District Judge; (b) right to trial by jury in any proceeding so triable in this case or any case, controversy or proceeding related to these cases; (c) rights under the applicable safe harbor provisions of the Bankruptcy Code; (d) right to seek to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal; or (e) other rights, remedies, claims, actions, defenses, setoffs or recoupments to which Claimant is or may be entitled, all of which are hereby expressly reserved.

EXHIBIT A

**Customer Account
Agreement Prime
Brokerage**

LEHMAN BROTHERS INC.

Lehman Brothers Inc.
745 Seventh Avenue
New York, NY 10019
(212) 526-7000

Stonehill Institutional Partners LP	Account No.: 732-40126
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Please Read Carefully, Sign and Return

This agreement ("Agreement") sets forth the terms and conditions under which Lehman Brothers (as defined below) will open and maintain prime brokerage account(s) in your name and otherwise transact business with you as our customer. Throughout this Agreement references to "you" and "your" refer to you as our customer.

In consideration of Lehman Brothers opening a prime brokerage account for you, you agree to the following:

1. PARTIES. A prime brokerage account opened pursuant to this Agreement will be opened at Lehman Brothers Inc. ("LBI"). All transactions, agreements and contracts between you and Lehman Brothers have been entered into in consideration of each other. You hereby agree that the parties to this Agreement shall consist of you and Lehman Brothers Inc., Lehman Brothers International (Europe), Lehman Brothers Finance S.A., Lehman Brothers Special Financing Inc., Lehman Brothers Holdings Inc. and any of their subsidiaries, parents, affiliates, divisions, officers, directors, agents and employees now existing or hereafter created, including successors and assigns (each such entity or person being referred to hereinafter as Lehman Brothers or a "Lehman Brothers Entity," unless otherwise specified, and all such entities or persons being collectively referred to hereinafter as "Lehman Brothers"). Unless you advise Lehman Brothers in writing to the contrary, you represent that you are not an affiliate (as defined in Rule 144(a)(1) under the U.S. Securities Act of 1933 as may be amended, modified or supplemented) of the issuer of any security held in any account opened hereby. You represent and warrant to Lehman Brothers that you are either (i) not (A) an employee benefit plan (an "ERISA Plan") as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or (B) subject to ERISA or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code") or (ii) (A) an ERISA Plan or subject to ERISA or Section 4975 of the Code and (B) whose Investment Manager or General Partner is (and you covenant and agree that any successor Investment Manager or General Partner appointed by you will be) a Qualified Professional Asset Manager ("QPAM") as defined by the relevant prohibited transaction class exemption(s) issued pursuant to ERISA and you will provide Lehman Brothers with a QPAM Representation Letter.

2. APPLICABLE LAWS, RULES AND REGULATIONS; SEVERABILITY. All transactions under this Agreement shall be subject to the applicable laws, rules and regulations of all U.S. and, if applicable, non-U.S. federal, state and self-regulatory authorities, including, but not limited to, the rules and regulations of the Board of Governors of the Federal Reserve System of the United States and the constitution, rules and customs of the exchange or market (and clearing house) where such transactions are executed or settled. In the event of any conflict between any such present or future laws, regulations and rules and the terms of this Agreement, the provision(s) of this Agreement so affected shall be deemed modified or superseded to conform to such laws, regulations and rules, but the remaining provisions of this Agreement shall remain in full force and effect.

3. SECURITY INTEREST AND LIEN; REGISTRATION OF SECURITIES. As security for the payment and performance of all of your obligations and liabilities from time to time outstanding to any Lehman Brothers Entity, whether under this Agreement or otherwise, each Lehman Brothers Entity shall have a continuing lien and first priority security interest in all your Assets, defined as (i) all property in which you now have or hereafter acquire an interest which is now or hereafter held by or through any Lehman Brothers Entity, including, but not limited to, any and all securities, accounts, instruments, documents, contract rights, contracts (including, but not limited to, open transactions, securities purchase or sale contracts, agreements to lend cash or securities, commodity contracts, futures contracts, forward contracts, repurchase agreements, swap agreements, contracts for differences or any other agreement, without regard to the form of such agreement which may include oral

agreements or agreements confirmed or signed by only one party to the agreement and agreements entered into or signed by a Lehman Brothers Entity on your behalf) (hereinafter "Contracts"), commercial paper and other securities, monies, deposit accounts and general intangibles (including all security entitlements in respect thereof, all income and profits thereon, all dividends, interest and other payments and distributions with respect thereto and all proceeds from any of the foregoing), and (ii) any and all rights, claims or causes of action you may now or hereafter have against any Lehman Brothers Entity. The continuing lien and first priority security interest shall apply to all such Assets, which from time to time may be deposited or credited to any account you may have with a Lehman Brothers Entity, be held or carried by a Lehman Brothers Entity for you, be due from a Lehman Brothers Entity to you, or be delivered to or in a Lehman Brothers Entity's possession or control for any purpose, including safekeeping. Such continuing lien and first priority security interest shall apply irrespective of whether or not Lehman Brothers has made advances in connection with such Assets, the number of accounts you have with Lehman Brothers or which particular Lehman Brothers Entity holds such Assets. You hereby acknowledge and agree that all such Assets held by or through any Lehman Brothers Entity are held as collateral by such Lehman Brothers Entity as agent and bailee for itself and all other Lehman Brothers Entities and, as such, each Lehman Brothers Entity shall comply with any orders or instructions originated by any other Lehman Brothers Entity with respect to or in connection with such collateral without your further consent. You and Lehman Brothers agree that all such Assets held in or credited to any account will be treated as financial assets under Article 8 of the Uniform Commercial Code as in effect in the State of New York (the "UCC") and that any account maintained by you with any Lehman Brothers Entity shall be a securities account under Article 8 of the UCC. In the event of a breach or default by you, a Lehman Brothers Entity shall have, in addition to the rights and remedies provided in this Agreement, all rights and remedies available to a secured creditor under the UCC and any other applicable law. You represent that all of the above-described Assets shall at all times be free and clear of all liens, claims and encumbrances of any nature other than the security interest created hereby. Assets consisting of securities shall be delivered in good deliverable form (or Lehman Brothers shall have the unrestricted power to place such securities in good deliverable form) in accordance with the requirements of the primary market for these securities. In addition, in order to satisfy any of your outstanding liabilities or obligations to any Lehman Brothers Entity, each Lehman Brothers Entity may, to the fullest extent permitted by law, at any time in its discretion and without prior notice to you, use, apply or transfer any and all securities or other property or Assets (including, without limitation, fully-paid securities and cash). You hereby agree that, except as otherwise specifically agreed in writing, each Lehman Brothers Entity may register and hold the securities and other property or Assets in your accounts in its name or the name of its designee. You shall execute such documents and take such other action as such Lehman Brothers Entity shall reasonably request in order to perfect its rights with respect to any of the Assets. In addition, you appoint Lehman Brothers as your attorney-in-fact to act on your behalf to sign, seal, execute and deliver all documents and do all such acts as may be required to realize upon any of Lehman Brothers' rights in the Assets.

4. BREACH, BANKRUPTCY OR DEFAULT. If you shall:

(i) breach, repudiate or default under this Agreement or any Contract with any Lehman Brothers Entity, whether heretofore or hereafter entered into;

(ii) make or repeat any misrepresentations in connection with this Agreement or any Contract with any Lehman Brothers Entity;

(iii) state that you will not perform any obligation to any Lehman Brothers Entity;

(iv) apply for, consent to or be the subject of an application or petition for the appointment of or the taking of possession by a receiver, custodian, trustee, liquidator or similar persons of yourself or of all of or a substantial part of your property;

(v) admit in writing your inability, or become generally unable, to pay your debts as such debts become due or give Lehman Brothers other grounds for insecurity, as determined by Lehman Brothers in its sole and absolute discretion (including, without limitation, death; mental incompetence; dissolution; the appointment of a receiver by or against you, any guarantor, co-signer or other party liable on or providing security for your obligations to any Lehman Brothers Entity or the attachment against your or such other party's account(s) with any Lehman Brothers Entity; or any indication of your refusal or inability to satisfy promptly any Margin Call (as defined below) or other obligation);

(vi) make a general assignment for the benefit of your creditors; or

(vii) file or be subject of the filing or entry of a petition or order for relief or be subject of the commencement of a proceeding regarding reorganization, bankruptcy, liquidation, dissolution or insolvency;

then, any such event shall constitute, at Lehman Brothers' election, a default by you under this Agreement and any or all Contracts you may then have with any Lehman Brothers Entity, whether heretofore or hereafter entered into. In the event of any such default, each Lehman Brothers Entity shall have all of the rights of a secured party upon default under the UCC and other applicable laws, rules and regulations, including, without limitation, the right, without prior notice to you, to sell any and all Assets in which you have an interest (including without limitation this Agreement and any Contract) held by or through any Lehman Brothers Entity (either individually or jointly with others), to buy any or all property which may have been sold short, to exercise any and all options and other rights, to accelerate, cancel, terminate, liquidate, close out and net the settlement payments and/or delivery obligations under any or all outstanding transactions and/or to purchase or sell any other securities or property to offset market risk, and to set off or offset any obligation owing by any Lehman Brothers Entity to you against any obligations owing by you to any Lehman Brothers Entity, after which you shall be liable to Lehman Brothers for any remaining deficiency, loss, costs or expenses incurred or sustained by Lehman Brothers in connection therewith. Such purchases and/or sales may be effected publicly or privately without notice or advertisement in such manner as Lehman Brothers may in its sole discretion determine. At any such sale or purchase, any Lehman Brothers Entity may purchase or sell the property to or from itself or third parties free of any right of redemption and you shall remain liable to Lehman Brothers for any deficiency; it being understood that a prior tender, demand or call of any kind from Lehman Brothers, or prior notice from Lehman Brothers, of the time and place of such sale or purchase shall not be considered a waiver of Lehman Brothers' right to buy or sell any securities, commodities or other property or Asset held by Lehman Brothers, or which you may owe to Lehman Brothers. In addition, each Lehman Brothers Entity shall have the right, at any time and from time to time, to set off and otherwise apply any and all amounts owing by such Lehman Brothers Entity to you or for your account against any and all amounts now or hereafter owing by you to any Lehman Brothers Entity (including, without limitation, any indebtedness in your accounts), whether matured or unmatured, fixed, contingent or otherwise and irrespective of whether any Lehman Brothers Entity shall have made any demand therefor. Lehman Brothers agrees to notify you of any such set-off and application, provided, however, that the failure to give such notice shall not affect the validity of any such set-off and application. You agree that any obligation of a Lehman Brothers Entity to you shall be subject to there being no breach, repudiation, misrepresentation or default (however characterized) by you which is continuing under any Contract with a Lehman Brothers Entity. You and Lehman Brothers intend this Agreement to be a master netting agreement.

5. ADEQUATE ASSURANCES. Subject to, and not as a limitation of, the rights of Lehman Brothers under this Agreement, if at any time Lehman Brothers has reasonable grounds for insecurity with respect to your performance of any of your obligations, Lehman Brothers may demand, and you shall give, adequate assurance of due performance within 24 hours, or within any shorter period of time Lehman Brothers demands that is reasonable under the circumstances. The adequate assurance of performance that may be demanded by Lehman Brothers may include, but shall not be limited to, the delivery by you of additional property as collateral.

6. EXECUTION FEES AND SERVICE CHARGES. You understand that your account(s) will be charged brokerage commissions or mark-ups/mark-downs in connection with the execution of transactions ("Execution Fees") and may be charged certain other fees for custody and other services furnished to you ("Service Fees"). You further understand that Execution Fees may be changed from time to time upon prior written notice to you and that Service Fees may be changed from time to time upon prior written notice to you and, in each case, you agree to be bound thereby.

7. AMOUNTS OWED; TRUTH-IN-LENDING. You hereby acknowledge receipt of Lehman Brothers' Truth-in-Lending disclosure statement. You understand that interest will be charged on any amount you owe in your account(s) in accordance with the methods described in such statement or in any amendment or revision thereto which may be provided to you. Any amount due which is not paid at the close of an interest period will be added to the opening balance for the next interest period.

8. COLLECTION AND OTHER ACCOUNT-RELATED COSTS. You hereby agree to pay, on demand, all reasonable costs, liabilities and damages incurred by Lehman Brothers (including, without limitation, costs of

collection, attorneys' fees, court costs and other expenses) in connection with (i) enforcing its rights hereunder, (ii) any investigation, litigation or proceeding involving your account or any property therein (including, without limitation, claims to such property by third parties), (iii) your use of or access to any Lehman Brothers or third-party system or (iv) Lehman Brothers' acting in reliance upon instructions, including, but not limited to, instructions transmitted via electronic means, including facsimile or electronic mail, from you or your authorized agents (including investment managers or advisers). In each case and whether or not demand has been made therefor, you hereby authorize Lehman Brothers to charge your account(s) for any and all such costs, liabilities and damages, including, without limitation, those incurred in connection with the liquidation of any of your Assets.

9. IMPARTIAL LOTTERY ALLOCATION. You agree that, in the event Lehman Brothers holds on your behalf securities in its name, in the name of its designee or in bearer form which are called in part, you will participate in the impartial lottery allocation system for such called securities in accordance with the rules of The New York Stock Exchange, Inc. or any other appropriate self-regulatory organization. When any such call is favorable, no allocation will be made to any account in which, to the knowledge of Lehman Brothers, any officer, director or employee of Lehman Brothers has any financial interest until all other customers have been satisfied on an impartial lottery basis.

10. SECURITIES EVENTS. Lehman Brothers shall inform you if Lehman Brothers becomes aware of the occurrence or prospective occurrence of any of the following with respect to any securities in your account(s): conversions, subdivision or consolidation; redemption; a takeover offer; calls, including calls on partly-paid securities and published calls; a capitalization issue; rights issue; distribution of income in the form of securities; or a certificate which may at a future date be exchanged for securities or an entitlement to acquire securities. Subject to Section 19 herein, if Lehman Brothers receives notice from you that you wish to act on any of the events referenced in this section and such notice is received by Lehman Brothers within a reasonable time for Lehman Brothers to act on such event, Lehman Brothers will act in accordance with your wishes. You represent that you review all prospectuses and offering statements that you may receive and understand the risks inherent with your securities transactions, including any risks associated with the above-described securities events.

11. VOTING RIGHTS. If any right to vote arises with respect to securities in your account, you may inform Lehman Brothers that you wish to exercise such right as you specify. Subject to Section 19 hereof, if Lehman Brothers receives this notice within a reasonable time to act, it will act in accordance with your wishes. If Lehman Brothers does not receive such timely notice from you, it will use its discretion to decide whether and how to vote such securities.

12. WAIVER, ASSIGNMENT AND NOTICES. Neither Lehman Brothers' failure to insist at any time upon strict compliance with this Agreement or with any of the terms hereof nor any continued course of such conduct on its part shall constitute or be considered a waiver by Lehman Brothers of any of its rights or privileges hereunder. Any purported assignment of your rights and/or obligations hereunder without obtaining the prior written consent of an authorized representative of Lehman Brothers shall be null and void. Each Lehman Brothers Entity reserves the right to assign any of its rights or obligations hereunder or under any Contract to any other Lehman Brothers Entity without prior notice to you. Notices and other communications to you (including, without limitation, Margin Calls) that are sent by electronic means, including facsimile or electronic mail, sent by express delivery service or mailed, in each case to the address or number provided by you, shall, until the respective Lehman Brothers Entity has received notice in writing of a different address or number, be deemed to have been personally delivered to you. Margin Calls may also be communicated orally, without subsequent written confirmation.

13. FREE CREDIT BALANCES. You hereby authorize Lehman Brothers to use any free credit balance awaiting investment or reinvestment in your account(s) in accordance with all applicable rules and regulations and to pay interest thereon at such rate or rates and under such conditions as are established from time to time by Lehman Brothers for such account(s) and for the amounts of cash so used.

14. RESTRICTIONS ON ACCOUNT. You understand that Lehman Brothers, in its sole and absolute discretion, may restrict or prohibit trading of securities or other property in your account(s) and may terminate your account(s), and you shall nevertheless remain liable for all of your obligations to the Lehman Brothers Entities under this Agreement or any Contract. In the event that Lehman Brothers, in its sole and absolute discretion, determines to

impose such restrictions on your account(s) due to credit, margin, legal, regulatory, money laundering or other concerns, Lehman Brothers shall be under no obligation to provide you with prior notice of such restriction.

15. CREDIT INFORMATION AND INVESTIGATION. You authorize Lehman Brothers, in its discretion, at any time and from time to time, to make or obtain reports concerning your credit standing and business conduct (including, but not limited to, obtaining audited account statements, if such are available). You may make a written request for a description of the nature and scope of the reports made or obtained by Lehman Brothers and the same will be provided to you within a reasonable period of time.

16. SHORT AND LONG SALES. In placing any sell order for a short account, you will designate the order as such and hereby authorize Lehman Brothers to mark the order as being "short". You are required to and will comply with all applicable rules and regulations relating to short sale transactions. In placing any sell order for a long account, you will designate the order as such and hereby authorize Lehman Brothers to mark the order as being "long". The designation of a sell order as being for a long account shall constitute a representation by you that you own the security with respect to which the order has been placed, that such security is not restricted under Rules 144 and/or 145 under the U.S. Securities Act of 1933 (as may be amended, modified or supplemented) or any other applicable law, rule or regulation and, as such, may be sold without restriction in the open market and that, if Lehman Brothers does not have the security in its possession at the time you place the order, you shall deliver the security by settlement date in good deliverable form or pay to Lehman Brothers any losses and expenses it may incur or sustain as a result of your failure to make delivery on a timely basis.

17. MARGIN ACCOUNTS. All Loans made hereunder are demand loans. You hereby agree to deposit and maintain such cash or collateral as margin in your margin accounts, if any, as Lehman Brothers may in its sole discretion require, and you agree to pay forthwith on demand any amount owing with respect to any of your margin accounts to satisfy Lehman Brothers' demand for such payment (a "Margin Call"). In addition, you further agree to deposit promptly and maintain such other collateral with Lehman Brothers as is required by any Contract you may have with any Lehman Brothers Entity. Upon your failure to make any such payment or deposit, or if at any time Lehman Brothers, in its sole discretion, deems it necessary for its protection, whether with or without prior demand, call or notice, Lehman Brothers shall be entitled to exercise all rights and remedies provided herein. No demands, calls, tenders or notices that Lehman Brothers may have made or given in the past in any one or more instances shall invalidate your waiver of the requirement to make or give the same in the future.

18. SECURITIES CONTRACTS. You acknowledge and agree that any positions in your account(s) shall be deemed "securities contracts" within the meaning of Sections 555 and 741(7) (as may be amended, modified or supplemented) of the U.S. Bankruptcy Code.

19. CONSENT TO LOAN OR PLEDGE OF SECURITIES IN MARGIN ACCOUNTS.

(a) Except as noted in subparagraph (b) below, within the limits of applicable law and regulations, you hereby authorize Lehman Brothers to lend either to itself or to others any securities held by Lehman Brothers in any of your accounts, to convey therewith all attendant rights of ownership (including voting rights and the right to transfer the securities to others), and to use all such property as collateral for its general loans. Any such property, together with all attendant rights of ownership, may be pledged, repledged, hypothecated or rehypothecated either separately or in common with other property for any amounts due to Lehman Brothers thereon or for a greater sum, and Lehman Brothers shall have no obligation to retain a like amount of similar property in its possession and control. You hereby acknowledge that, as a result of such activities, Lehman Brothers may receive and retain certain benefits to which you will not be entitled. In certain circumstances, such loans, pledges, repledges, hypothecations or rehypothecations may limit, in whole or in part, your ability to exercise voting and other attendant rights of ownership with respect to the loaned or pledged securities. You agree to waive the right to vote, or to provide any consent or to take any similar action with respect to these securities in the event that the record date or deadline for such vote, consent or other action falls during the period of any such loan, pledge, repledge, hypothecation or rehypothecation.

(b) Unless otherwise agreed by Lehman Brothers and you, you will be entitled to receive all distributions, including, but not limited to, cash, stock dividends and interest payments, made on or in respect of any loaned, pledged, repledged, hypothecated or rehypothecated securities which are not otherwise received by you, to the full

extent you would be entitled if the securities had not been loaned, pledged, repledged, hypothecated or rehypothecated.

20. OPTIONS POSITIONS. You represent and warrant not to enter into any purchase or sale of equity, debt, foreign currency or index put or call options without having read and fully understood the terms, conditions and risks as set out in the Characteristics and Risks of Standardized Options booklet and applicable supplements. You understand that short options positions are assigned on an automated random basis and may be assigned on the day written. You will notify Lehman Brothers of your intention to exercise listed options no later than two hours before the expiration time of the option (one hour in the case of an over-the-counter option). Failure to give such notice will constitute an abandonment of the option, in which case Lehman Brothers may, but shall be under no obligation to, exercise the option.

21. PRIME BROKERAGE SERVICES. Under the terms and conditions of this Agreement, LBI will act as a prime broker for you in accordance with the no-action letter of the Securities and Exchange Commission dated January 25, 1994, as such letter may be amended, modified or supplemented from time to time (the "SEC Letter") and the provisions set forth below:

(a) LBI will, subject to the terms and conditions of this Agreement, accept for clearance and settlement trades executed on your behalf by such executing brokers as you may designate from time to time and who have received LBI's prior approval and who have previously executed an agreement with LBI setting forth the terms and conditions under which such executing brokers will be authorized to accept orders from you for settlement by LBI (the "Executing Brokerage Agreement").

(b) LBI shall be responsible for settling trades executed on your behalf by your executing broker(s) and reported to LBI by you and your executing broker(s) provided that you have reported to LBI on trade date, by the time designated to you by LBI, all the details of such trades including, but not limited to, the contract amount, the security involved, the number of shares or the number of units and whether the transaction was a long or short sale or a purchase, and further provided that LBI has either affirmed or not "DK'd" ("indicated it does not know") and has not subsequently disaffirmed such trades. In the event that LBI determines not to settle a trade, LBI shall not have settlement responsibility for such trade and shall, instead, send you a cancellation notification to offset the notification sent to you under sub-paragraph (c) of this paragraph. You shall be solely responsible and liable to your executing broker(s) for settling such trade. In addition, LBI may be required to cease providing prime brokerage services to you in accordance with the Executing Brokerage Agreement.

(c) On the day following each transaction, LBI shall send you a confirmation of each trade placed with an executing broker in accordance within the SEC Letter based upon the information you provided to LBI. Any confirmations issued by LBI as prime broker shall identify the executing broker and provide you with the information required by the SEC Letter. Confirmations of the execution of orders and other activity in your account(s) which have been provided or made available to you by 10:00 a.m. (New York time) on the business day immediately following the trade date shall be conclusive if not objected to by 2:00 p.m. (New York time) on such business day or, if such reports are provided or made available to you after 10:00 a.m. (New York time) on such business day, then such confirmations shall be conclusive if not objected to within four (4) hours after such confirmations have been provided or made available to you. Monthly statements shall be sent to you in accordance with the SEC Letter. Information contained in monthly statements of account, to the extent not included in an activity report, shall be conclusive if not objected to within ten (10) days after such statements have been provided or made available to you. LBI may send communications to your address of record or another address provided to LBI in writing. All communications sent to such address, whether by mail, facsimile, telegraph, messenger, electronic means or otherwise, shall be deemed to have been given to you personally as of the date and time sent, whether actually received or not.

(d) In the event of: (i) the filing of a petition or other proceeding in bankruptcy, insolvency or for the appointment of a receiver by or against your executing broker, (ii) the termination of your executing broker's registration and the cessation of business by it as a broker-dealer, or (iii) your executing broker's failure, inability or refusal, for any reason whatsoever or for no reason at all, to settle a trade, and if LBI agrees to settle any trades executed on your behalf by such executing broker, regardless of whether LBI either affirmed or did not DK and did

not disaffirm such trades, you shall be solely responsible, and liable to LBI, for any losses arising out of or incurred in connection with LBI's agreement to settle such trades.

(e) You shall maintain in your account with LBI such minimum net equity in cash or securities as LBI, in its sole discretion, may require from time to time (the "Lehman Brothers Net Equity Requirements"), which shall in no event be less than the minimum net equity required by the SEC Letter (the "SEC Net Equity Requirements"). In the event your account falls below the SEC Net Equity Requirements, you hereby authorize LBI to notify promptly all executing brokers with whom it has an Executing Brokerage Agreement on your behalf of such event. Moreover, if you fail to restore your account to compliance with the SEC Net Equity Requirements within the time specified in the SEC Letter, LBI shall, without notice to you: (i) notify all such executing brokers that LBI is no longer acting as your prime broker and (ii) either not affirm or "DK" ("indicate that it does not know") all prime brokerage transactions on your behalf with a trade date after the business day on which such notification was sent. In the event (i) your account falls below the Lehman Brothers Net Equity Requirements, (ii) LBI determines in its sole discretion that there would not be enough cash in your account to settle such transactions or that a maintenance Margin Call may be required as a result of settling such transactions, or (iii) LBI determines in its sole discretion that the continuation of prime brokerage services to you presents an unacceptable risk to Lehman Brothers taking into consideration all the facts and circumstances, then LBI may disaffirm all your prime brokerage transactions and/or cease to act as your prime broker. In any such case, LBI shall send a cancellation notification to you, and you understand that you must settle outstanding trades directly with the relevant executing broker and that you authorize LBI to provide the executing broker with any information useful to settle such trades. You further agree that LBI will not be bound to make any investigation into the facts surrounding any transaction to which you are a party and that immediately upon notice to you and, if required, to the executing brokers, LBI may cease acting as your prime broker.

(f) If you have instructed your executing broker(s) to send confirmations to you in care of LBI, as your prime broker, the confirmation sent by such executing broker is available to you promptly from LBI (once received), at no additional charge.

(g) If your account is managed on a discretionary basis, you hereby acknowledge that your prime brokerage transactions may be aggregated with those of other accounts of your adviser, according to your adviser's instructions, for execution by your executing broker(s) in a single bulk trade and for settlement in bulk by LBI. You understand that no part of any transaction may be allocated to any other account where such other account's net equity is below the minimum levels established in the SEC Letter and that, should such a net equity deficiency occur in any such other account, LBI must disaffirm the entire transaction. In the event any trade is disaffirmed, as soon as practicable thereafter, LBI shall supply your executing broker(s) with the allocation of the bulk trade, based upon information provided by your adviser.

(h) You hereby authorize LBI to disclose your name, address and tax I.D. number to your executing broker(s) to enable such executing broker to establish on its books an account for you to be used in the event transactions are disaffirmed by LBI.

(i) Lehman Brothers will not be responsible or liable for any acts or omissions of any executing broker or its employees. You understand that Lehman Brothers does not act as investment adviser or solicit orders, that Lehman Brothers does not advise prime brokerage customers, perform any analysis, or make any judgment on any matters pertaining to the suitability of any order, or offer any opinion, judgment or other type of information pertaining to the nature, value, potential or suitability of any particular investment.

(j) You agree to indemnify and hold Lehman Brothers harmless from any loss, claim or expense, including attorneys' fees, incurred by Lehman Brothers in connection with Lehman Brothers acting or declining to act as prime broker for you and to fully reimburse Lehman Brothers for any legal or other expenses (including the cost of any investigation and preparation) which Lehman Brothers may incur in connection with any claim, action, proceeding or investigation arising out of or in connection with this Agreement or any transactions hereunder.

(k) You represent and warrant that you are currently in compliance, and during the term of this Agreement will remain in compliance, with all applicable requirements of the SEC Letter, including, but not limited to, the requirement that you execute an agreement with each executing broker.

(l) The prime brokerage services hereunder shall be provided in a manner consistent with the SEC Letter.

22. LEGALLY BINDING. You hereby agree that this Agreement and all of the terms hereof shall be binding upon you and your estate, heirs, executors, administrators, personal representatives, successors and assigns. You further agree that all purchases and sales shall be for your account(s) in accordance with your oral or written instructions. You hereby waive any and all defenses that any oral instruction was not in writing as may be required by any applicable law, rule or regulation. With respect to any of your accounts maintained in connection with this Agreement, you hereby authorize Lehman Brothers to act and rely on any instructions (including, without limitation, instructions to transfer cash or securities, purchase or sell securities, enter into derivative or other transactions or borrow money or securities) received by Lehman Brothers from any of the persons listed on Exhibit A, as such list may be amended by you from time to time. In addition, you hereby authorize Lehman Brothers to act and rely on any instructions received by Lehman Brothers from any of your employees or agents (including any investment manager or adviser) that Lehman Brothers reasonably believes is authorized to so act on your behalf.

23. AMENDMENT. You agree that Lehman Brothers may modify the terms of this Agreement at any time upon prior written notice to you. By continuing to accept services from Lehman Brothers thereafter, you will have indicated your acceptance of any such modification. If you do not accept such modification, you must notify Lehman Brothers in writing; your account may then be terminated by Lehman Brothers, after which you will remain liable to Lehman Brothers for all outstanding liabilities and obligations. Otherwise, this Agreement may not be modified absent a written instrument signed by an authorized representative of Lehman Brothers.

24. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND SHALL BE CONSTRUED, AND THE CONTRACTUAL AND ALL OTHER RIGHTS AND LIABILITIES OF THE PARTIES DETERMINED, IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PRINCIPLES THEREOF.

25. JURISDICTION; WAIVER OF JURY TRIAL. The parties shall attempt in good faith to promptly resolve any dispute arising out of, relating to or in connection with this Agreement or any transactions hereunder by negotiations by executives of the parties who have the authority to settle the controversy. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City and waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party. **ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION IS HEREBY WAIVED BY ALL THE PARTIES TO THIS AGREEMENT.**

26. WAIVER OF IMMUNITIES. Each party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets, all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) arbitration, (iv) relief by way of arbitration award, injunction, order for specific performance or recovery of property, (v) attachment of its assets (whether before or after judgment) and (vi) execution or enforcement of any judgment or arbitration award and irrevocably agrees, to the fullest extent permitted by applicable law, that it will not claim any such immunity.

27. TRANSFERS. Lehman Brothers shall have the right to transfer Assets between any account in order to satisfy any of your obligations to Lehman Brothers. When giving instructions to transfer Assets from your accounts to any bank or other entity, you agree that all such requests will have been approved by an authorized signatory and you agree to provide Lehman Brothers with an accurate account number designating the account to receive such Assets. You agree to indemnify and hold Lehman Brothers harmless from and against all liabilities arising from the provision of an inaccurate account number or any other liabilities arising as a result of the transfer at your request.

28. PROVISION OF DATA. With respect to any market data or other information that Lehman Brothers or any third party service provider provide to you, (i) Lehman Brothers and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (ii) Lehman Brothers and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information;

(iii) you will use such data or information solely for the purposes set forth in this Agreement and any other agreement between us; (iv) such data or information is proprietary to Lehman Brothers and any such provider and you will not retransmit or disclose such data or information to third parties except as required by applicable law or regulation; and (v) you will use such data or information solely in compliance with applicable laws, rules and regulations.

29. EXTRAORDINARY EVENTS. You agree that Lehman Brothers will not be liable for any loss caused, directly or indirectly, by government restrictions, exchange or market rulings, suspension of trading, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, including but not limited to earthquakes, hurricanes and tornadoes, or other conditions beyond Lehman Brothers' control. In the event that any communications network, data processing system, or computer system Lehman Brothers uses is rendered inoperable, Lehman Brothers will not be liable to you for any loss, liability, claim, damage or expense resulting, either directly or indirectly, therefrom.

30. LIMITATION OF LIABILITY. Lehman Brothers shall not be liable in connection with the execution, clearing, handling, purchasing or selling of securities, commodities or other property, or other action, except for gross negligence or willful misconduct on Lehman Brothers' part. You understand that certain securities may be held outside the United States by unaffiliated, foreign agent banks and depositories. Lehman Brothers will not be liable to you for any loss, liability or expense incurred by you in connection with these arrangements except to the extent that any such loss, liability or expense results from Lehman Brothers' gross negligence or willful misconduct. In no event will Lehman Brothers be liable for any special, indirect, incidental or consequential damages arising out of this Agreement.

31. HEADINGS; COUNTERPARTS. The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights provided for hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original.

32. TELEPHONE CONVERSATIONS. For the protection of both you and Lehman Brothers, and as a tool to correct misunderstandings, you hereby authorize Lehman Brothers, at Lehman Brothers' discretion and without prior notice to you, to monitor and/or record any or all telephone conversations or electronic communications between you and Lehman Brothers or any of Lehman Brothers' employees or agents. You acknowledge that Lehman Brothers may determine not to make or keep any of such recordings and that such determination shall not in any way affect any party's rights.

33. CUMULATIVE RIGHTS; ENTIRE AGREEMENT. The rights, remedies, benefits and protections afforded to each Lehman Brothers Entity under this Agreement and under any Contract you may have with any Lehman Brothers Entity, whether heretofore or hereafter entered into, are cumulative and in addition to any other rights, remedies, benefits and protections that any Lehman Brothers Entity may have. To the extent that the provisions of any Contracts you have with any Lehman Brothers Entity, whether heretofore or hereafter entered into, are inconsistent (whether the inconsistency be between the Contracts or within a single Contract), the conflict shall be resolved in favor of the provision which affords Lehman Brothers with the maximum rights, remedies, benefits or protections. You hereby appoint Lehman Brothers as your agent and attorney-in-fact to take any action (including, but not limited to, the filing of financing statements) necessary or desirable to perfect and protect the security interest granted herein or to otherwise accomplish the purposes of this Agreement. Except as set forth above, this Agreement represents the entire agreement and understanding between you and Lehman Brothers concerning the subject matter hereof.

34. CAPACITY TO CONTRACT; ANTI-MONEY LAUNDERING; AFFILIATIONS. You represent that you have the capacity and authority to enter into this Agreement. You represent to the best of your knowledge that you do not maintain or transact business for or with nor will you introduce individuals or entities to Lehman Brothers that the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") has listed as "Specially Designated Nationals and Blocked Persons" nor with any client in an embargoed country as determined by OFAC. Furthermore, you represent that you have conducted thorough due diligence with respect to all of your clients, and you do not know or have any reason to suspect that the monies used to fund the account have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities. You agree to

provide Lehman Brothers with any information that it may require in relation to compliance with any applicable money laundering regulations. Each representation or warranty made by you in this Agreement will be deemed to be repeated by you on each date on which a transaction occurs hereunder.

You represent that you are of legal age and that, unless you have notified Lehman Brothers to the contrary, neither you nor any member of your immediate family is: (i) an employee or member of any exchange, (ii) an employee or member of the National Association of Securities Dealers, Inc. or any of its affiliates, (iii) an individual or an employee of any corporation or firm engaged in the business of dealing, as broker or principal, in securities, options or futures or (iv) an employee of any bank, trust company or insurance company. If you are signing on behalf of others, you hereby represent that the persons(s) or entity(ies) on whose behalf you are signing is/are authorized to enter into this Agreement and that you are duly authorized to sign this Agreement and make the representations contained herein in the name and on behalf of such other person(s) or entity(ies) and you agree to indemnify and hold Lehman Brothers harmless from any claim or claims arising from your unauthorized execution of this Agreement on the behalf of such other person(s) or entity(ies). You hereby authorize Lehman Brothers to accept faxed copies of this or any other document or instruction as if it were the original and further to accept signatures on said faxes as if they were original.

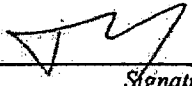
PLEASE COMPLETE THIS INFORMATION AND SIGN THE APPROPRIATE SPACE BELOW:

THIS AGREEMENT IS DATED AS OF _____, 2007

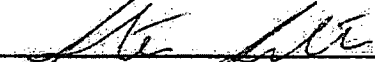
Stonehill Institutional Partners LP	
<i>Name of Customer</i>	
885 Third Avenue – 30 th Floor	USA
<i>Address</i>	<i>Country</i>
New York, NY	10022-4834
<i>City, State</i>	<i>Zip Code + 4</i>

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT:

YOU HAVE RECEIVED A COPY OF THIS AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS.

CUSTOMER NAME:	Stonehill Institutional Partners LP
	<i>Individual or Printed Name of Company</i>
SIGNATURE:	
	<i>Signature of Authorized Person</i>
PRINT NAME:	John Motulsky, General Partner
	<i>Printed Name and Title of Signatory or Name of General Partner if Signer is a Partnership</i>
BY:	
	<i>Authorized Signatory and Title of General Partner if Above Signer is a Partnership Otherwise Blank</i>

ACCEPTED AND AGREED TO:



Lehman Brothers Inc., as signatory for itself and as agent for the affiliates
named herein

9-10-07

EXHIBIT B



**CUSTOMER CLAIM FORM
LEHMAN BROTHERS INC.**

STONEHILL INSTITUTIONAL
ACCOUNT #: 73240126
PARTNERS LP
885 THIRD AVE 30TH FL
NEW YORK NY 10022-4834

Email: c.wilson@stonehillcap.com

Daytime Phone: 212 739 7474

Taxpayer I.D. Number

Contact Person: Chris Wilson

(Social Security No.): 13-3982121

PLEASE NOTE

- A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT.
- TO BE ELIGIBLE FOR THE MAXIMUM PROTECTION AFFORDED UNDER THE SECURITIES INVESTOR PROTECTION ACT ("SIPA"), ALL CUSTOMER CLAIMS SHOULD BE RECEIVED BY THE TRUSTEE ON OR BEFORE JANUARY 30, 2009; THE TRUSTEE WILL DETERMINE WHETHER CLAIMS MEET THE STATUTORY REQUIREMENTS FOR "CUSTOMER" CLAIMS UNDER SIPA; INCLUSION OF A CLAIM OR CLAIM TYPE ON THIS CLAIM FORM IS NOT DETERMINATIVE OF CUSTOMER STATUS UNDER SIPA.
- THE DEADLINE FOR FILING ALL CLAIMS IS JUNE 1, 2009. NO CLAIM WILL BE ALLOWED IF IT IS RECEIVED AFTER THAT DATE.
- ALL CLAIMS ARE DATED AS OF THE DATE RECEIVED BY THE TRUSTEE.
- YOU MAY FILE YOUR CLAIM ELECTRONICALLY ONLINE AT WWW.LEHMANTRUSTEE.COM OR SEND YOUR COMPLETED AND SIGNED CLAIM FORM TO THE TRUSTEE VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED.
- IF YOUR ACCOUNT HAS BEEN TRANSFERRED TO ANOTHER BROKERAGE FIRM, BUT YOU BELIEVE YOU HAVE A CLAIM FOR PROPERTY OWED TO YOU BY LEHMAN BROTHERS INC., YOU MUST FILE A CLAIM TO PROTECT YOUR RIGHTS.
- LEHMAN BROTHERS INC. IS THE ONLY LEHMAN ENTITY THAT IS A DEBTOR IN THIS SIPA LIQUIDATION PROCEEDING. THIS CUSTOMER CLAIM FORM APPLIES ONLY TO LEHMAN BROTHERS INC. AND DOES NOT APPLY TO ANY OTHER LEHMAN ENTITY, INCLUDING ANY ENTITY IN A PROCEEDING UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE.

This claim form must be completed electronically online at www.lehmantrustee.com
or mailed promptly, together with supporting documentation, to the following:

If by first class mail:

Lehman Brothers Inc. Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
P.O. Box 6389
Portland, OR 97228-6389

If by overnight mail:

Lehman Brothers Inc. Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
10300 SW Allen Blvd
Beaverton, OR 97005

1. CLAIM FOR MONEY BALANCES OR CASH AS OF SEPTEMBER 19, 2008:

- a. LBI owes me a credit or cash in the amount of: \$ See Attached
- b. I owe LBI a debit or cash in the amount of: \$ _____
- c. If you wish to repay the debit balance listed in point b. above please insert the amount you wish to repay and attach a check payable to "James W. Giddens, Trustee for the SIPA Liquidation of Lehman Brothers Inc." If you wish to make a payment, it must be enclosed with this claim form.

\$ _____

2. CLAIM FOR SECURITIES AS OF SEPTEMBER 19, 2008:

Please Do Not Claim Any Securities You Have In Your Possession

- | | <u>YES</u> | <u>NO</u> |
|---|-----------------|-----------|
| | (Circle Y or N) | |
| a. LBI owes me securities: | <u>Y</u> | N |
| b. I owe LBI securities: | Y | N |
| c. If yes to either, please list below (or in additional pages as necessary): | | |

Trade Date of Transaction (mm/dd/yyyy)	Name of Security	CUSIP	Number of Shares or Face Amount of Bonds	
			LBI Owes Me (Long)	I Owe LBI (Short)
	<u>See attached</u>			

If additional space is needed, attach additional pages providing the information in the exact format above.

3. COMMODITY FUTURES CLAIMS

YES NO

(Circle Y or N)

Do you have a claim based on a commodity futures account?

Y

N

If the answer to the above question is "yes," please state the amount, and explain the basis for your claim below, attaching additional pages and supporting documents as necessary:

Amount of Claim: _____

Basis for Claim: _____

WHEN COMPLETING SECTIONS 1 THROUGH 3 PLEASE KEEP IN MIND:

- If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate that your claim is an estimated claim.
- Proper documentation can speed the review, allowance, and satisfaction of your claim.
- Please enclose: copies of your last LBI account statement; purchase or sale confirmation slips; copies of checks that relate to the securities or cash you claim; and any other documentation or correspondence you believe will be of assistance in processing your claim.
- Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement.
- If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

PLEASE CIRCLE THE APPROPRIATE ANSWER FOR ITEMS 4 THROUGH 11.

NOTE: IF "Y" IS CIRCLED FOR ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.

YES NO

(Circle Y or N)

4. Does your claim in any way relate to an entity other than Lehman Brothers Inc. (for example, Lehman Brothers Holdings Inc., or another Lehman subsidiary)?

Y

N

5. Has there been any change in your account since September 19, 2008?

Y

N

6. Are you or were you a party to a repurchase or reverse repurchase agreement, director, officer, partner, shareholder, lender to, or capital contributor of LBI? Y N
7. Are you related to, or do you have any business venture with, any of the persons specified in "6" above, or any employee or other person associated in any way with LBI? If so, give name(s). Y N
8. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of LBI? Y N
9. Is this claim being filed on behalf of a customer of a broker or dealer or bank? If so, provide documentation with respect to each customer on whose behalf you are claiming. Y N
10. Have you ever given any discretionary authority to any person to execute securities transactions with or through LBI on your behalf? Give names, addresses and phone numbers. Y N
11. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? If so, give name of that broker. Y N

Please list the full name, address, phone number, and email address of anyone assisting you in the preparation of this claim form:

Full name: _____

Address: _____

Phone number: _____

Email address: _____

If more than one person is assisting you, attach additional pages providing the information in the exact format above.

IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF UP TO \$50,000 OR IMPRISONMENT OF UP TO FIVE YEARS OR BOTH.

THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.

Date January 26, 2009

Signature Christopher Wilson

Date _____

Signature Managing Member
Stonehill General Partners LLC,
its General Partner

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

PROOF OF CLAIM

Name of Debtor:
Lehman Brothers, Inc.

Case Number:
08-01420 (JMP) SIPA

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Name and address where notices should be sent:

1000073010 LBI 12/1/2008 *78000040141*
STONEHILL INSTITUTIONAL
PARTNERS LP 885 THIRD AVE 30TH FL

Telephone number: NEW YORK NY 10022-4834

(212) 739-7474

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

Telephone number:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ See attached

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

2. Basis for Claim: Customer Property
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: \$ _____ Annual Interest Rate % _____

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:
Jan 26, 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Christopher Wilson, managing member, Stonehill General Partner LLC
its General Partner

FOR COURT USE ONLY

B 10 (Official Form 10) (12/07) - Cont.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

If you would like to file a claim online please go to www.lehmantrustee.com and select the link for the online claim form. You will need the tracking number and mail id listed below to complete your claim online.

Tracking No: 50765; Mail ID: 40141



STONEHILL INSTITUTIONAL
PARTNERS LP
885 THIRD AVE 30TH FL
NEW YORK NY 10022-4834

Stonehill Capital Management LLC
885 Third Avenue, 30th Floor
New York, NY 10022
(212) 739-7474

Contacts: Chris Wilson, Managing Member, cwilson@stonehillcap.com
Steve Nelson, Chief Financial Officer, snelson@stonehillcap.com
Ann Kalter, Accounting Manager, akalter@stonehillcap.com

Date: January 26, 2009

RE: STONEHILL INSTITUTIONAL PARTNERS, L.P.
Primary LBI account number: 732-40126

Customer Claims in Lehman Brothers Inc. (LBI)

Stonehill Institutional Partners, L.P. (SI) was one of the largest prime brokerage clients of LBI and LBI was SI's sole prime broker. The professionals representing the LBI estate have invested long hours and have been extremely accommodating in returning the vast majority of SI's securities, and Stonehill is very appreciative of those efforts to date. However a substantial list of securities has not yet been delivered, and substantial cash has accumulated at LBI as well, which elements comprise SI's customer claim. This customer claim is supported by voluminous information; the attachments evidencing this claim are intended to provide ample support, but SI has substantial additional information that can be provided upon request.

Securities

SI received extensive deliveries of its securities in late October and in late December/early January; however, additional securities remain at LBI. A list of securities still carried at LBI is attached as SI Exhibit A.

Cash

SI's cash claim is presented in several components for ease of understanding:

Component 1 – Error in Calculation at “True-Up” Date:

In late October, 2008, at the time of the initial delivery of securities from LBI to SI, LBI's representatives performed a comprehensive analysis of SI's account and calculated

SI's cash balance to be, as of September 19, 2008, a debit amount (owed to LBI) of \$1,954,955.01. SI Exhibit B includes the Summary, and Brokerage Account Statement generated by LBI and delivered to SI at that time. On October 21, 2008, SI paid that amount to the SIPC trustee, effectively zeroing out its cash balance as of September 19. However, LBI's calculation excluded "type 5" cash, and also excluded the market value of SI's short positions, but the two items do not offset equally. Closing out SI's short positions as of September 19, 2008, per the estate's October 14 protocol, results in the cost to close out shorts being less than the type 5 cash by \$496,911.15 (see SI Exhibit C.) LBI thus owes SI this value difference.

Component 1 totals \$496, 911.15

Component 2 – "P&I" post September 19:

From September 19, 2008, through the date of this claim, Stonehill is aware of principal, interest and other payments on securities custodied at LBI that have flowed to LBI, as presented on SI Exhibit D.

Component 2 is comprised of the following currencies:

USD 6,291,314.60
GBP 4,308,677.21
EUR 18,681.13
CAD 177,404.17

Component 3 – Misdirected Wires on Private Investments:

After September 19, 2008, misdirected wires flowed to LBI with respect to non-custodied instruments (private investments.) In addition, certain foreign wires were sent to LBI just before LBI's proceeding, which were never posted to Stonehill's account (it was common for foreign wires to take several days to be posted, and the LBI proceeding interrupted the finalization.) Stonehill is aware of certain of these items which are listed on SI Exhibit E.

Component 3 is comprised of the following currencies:

USD 219,087.36
EUR 51,025.28

Component 4 – Cash Transfer in mid-September:

On September 17, 2008, two days before the SIPA proceeding, SI issued direction to LBI to transfer its securities and cash balance from LBI to an alternate prime broker. LBI demanded that SI post cash collateral in order to effect the transfer, and SI delivered

\$4,500,000, which was transferred by LBI to SI account number 732-41223-1. (SI's account statement as of September 19, 2008 depicts this cash as an investment in a money market fund, however, that Lehman fund on or about that date closed itself to new investment, and the funds remained in cash as depicted on the September 30, 2008 statement.) This cash was excluded from the "true-up" described under Component 1 above, and still resides at LBI. SI Exhibit F provides supporting documentation.

Component 4 totals \$4,500,000.00

Component 5 – Incomplete Transaction re MAC Capital Purchase:

On trade date August 7, 2008 SI agreed to purchase from JP Morgan 4,000,000 MAC Capital LLC Combination SECS Membership (cusip 55291M202) for consideration of \$1,310,000, by physical settlement. LBI debited cash in that amount from SI's account on August 12, 2008. Subsequent to the September 19 date of proceeding, we learned from JP Morgan that the trade had never settled: JP Morgan had not delivered the security to LBI and LBI had not paid the cash to JP Morgan. LBI must return that improperly debited cash to SI. (In late September, SI settled the trade with JP Morgan through a new prime brokerage account at Goldman Sachs, and paid the purchase price again.) Reference SI Exhibit G.

Component 5 totals \$1,310,000

Component 6 – Incomplete Transaction re US Power Generating Company:

On trade date March 27, 2008, Stonehill's two funds executed with LBI as the counterparty a negotiated sale of a private instrument: 15,130 shares of US Power Generating Company at a price of \$28 per share, for total consideration of \$423,640.00. Both SI and related account Stonehill Offshore Partners, Ltd (SO) were the sellers; LBI was the buyer. The trade confirmations executed at the time are attached as Exhibit H (a). It was a private transaction subject to documentation, and had not closed by the September 19, 2008 date of the LBI proceeding.

At the time of the true-up described in Component 1, LBI personnel demanded that SI pay \$118,619.20 to the SIPC trustee in relation to this outstanding trade, which amount was paid on September 21, 2008. Documents prepared by LBI and presented to SI at the time of the true-up are presented as SI Exhibit H (b). LBI misunderstood the nature of this transaction - LBI incorrectly treated this private, negotiated, unclosed trade as if it were a short sale by SI in which SI had failed to deliver the security, demanding collateral in the amount paid. This payment was improper and must be returned to SI. Please note that even though this trade was by both Stonehill funds (Institutional and Offshore, as evidenced by the trade confirmations), the payment demanded at time of true up was only demanded from SI, therefore this portion of this Component 6 claim is only claimed on behalf of SI, not SO.

A second element of the claim arises from LBI's failure to close this negotiated trade. The current market value of US Power Gen stock is \$6 per share (see Exhibit H (c)); LBI's failure to close has cost Stonehill \$22 per share, times 6,400 shares (SI's portion of the trade), equals \$140,800.00.

Component 6 totals \$259,419.20

Component 7 – Incomplete Transaction re Zarlink Semiconductor common:

On August 15 and August 20, 2008, SI purchased shares in Zarlink Semiconductor with purchase prices of CAD 6,044.22 and CAD 19,882.04, for a total of CAD 25,926.26. JP Morgan, the clearing broker on the other side of the trade, was unable to settle prior to September 19, 2008. However, LBI debited SI's cash in these amounts at the time of trade and never returned the funds to SI. Exhibit I provides further detail.

Component 7 totals CAD 25,926.26

Component 8 – Forward Sales of Foreign Currencies:

Stonehill's portfolio included investments denominated in foreign currencies. To hedge such exposure, Stonehill routinely executed under its prime brokerage agreement with LBI forward sales of foreign currencies. Stonehill believes that no other Lehman entity other than LBI was involved in these transactions. SI had numerous foreign currency transactions open as of September 19, which were in a gain position because the dollar had strengthened against the foreign currencies during the term of the contracts. A brokerage statement listing the transactions, and their market values, and Stonehill's summary of that brokerage statement for ease of understanding, is SI Exhibit J.

Component 8 totals \$4,919,145.22

Component 9 – Interest on Accumulated Cash Balances:

If the court determines it appropriate, interest may be payable to SI on the accumulated cash balances which have resided at LBI. Stonehill cannot estimate the amount absent direction regarding the appropriate interest rates and a determination of the dates and amounts of funds received by LBI on SI's behalf.

The amount of this Component 9 claim cannot be quantified without direction from LBI and is therefore estimated.

Component 10 – Other Post Date of Claim and Unknown Activity:

Other amounts may have flowed into LBI with respect to SI's custodied securities of which we are not currently aware, and it is certain that amounts will continue to flow to LBI on securities which continue to be carried at LBI after the date of this claim. SI includes these presently unquantifiable amounts in its claim. As part of this claim, SI requests that LBI provide an accounting from September 19, 2008 forward of any cash items received or due with respect to custodied securities or other customer property of SI.

With regard to private investments, SI has no comprehensive way of determining what payments have flowed into LBI referencing Stonehill's account number or name. Considering Stonehill's distressed investing strategy, Stonehill's portfolio includes many private instruments which have irregular and unpredictable distribution dates, often without notice to us other than information conveyed by the wire transfer itself. As part of this claim, SI requests that LBI provide an accounting from September 19, 2008 forward of any cash items referencing any of the Stonehill accounts, and any Stonehill entity name, and SI includes all such presently unquantifiable amounts in its claim.

The amount of this Component 10 claim cannot be quantified and is therefore estimated.

End of Document

Fund	LEHM A/C #	Internal ID	LEHM ID	CUSIP/CINS	ISIN	SEDOL	Description	Expected Quantity	Note
Institutional	732-40126	BTDFP	0081180	G08288105	G08000811801	0081180	BARRATT DEVELOPMENTS PLC	450,000.00	
Institutional	732-40126	666251	US125568AB14	US125568AB14	US125568AB14	B0WMC286	CIT GROUP FUNDING CO CDA SR NT RMD 4.65 07/01/2010	2,569,067.00	
Institutional	732-40126	CORE	21568AB1	US21568AB1	US21568AB1046	B0637B2	CORE MARK HOLDING CO INC	450,000.00	
Institutional	732-40126	5197153	247361VK1	US247361VK1	US247361VK19		DELTA AIR LINES INC DEL 144A RMD 10.33 03/26/2006	9,357.00	
Institutional	732-40126	5204979	247361VM7	US247361VM7	US247361VM74		DELTA AIR LINES INC DEL 90E 144A10.33 03/26/2006	1,601,000.00	
Institutional	732-40126	5648314	247361VX3	US247361VX3	US247361VX30		DELTA AIR LINES INC DEL 90E 144A10.79% 14 RMD 10.79 03/26/2006	1,801,000.00	
Institutional	732-40126	DAL	247361VL9	US247361VL9	US247361VL91	B1W9D46	DELTA AIR LINES INC DEL COM NEW	5,000,000.00	
Institutional	732-40126	5649514	247361VL9	US247361VL9	US247361VL91		DELTA AIR LINES INC DEL COM NEW	262,805.00	
Institutional	732-40126	5239485	247367AE5	US247367AE5	US247367AE57		DELTA AIR LINES INC DEL COM NEW	801,000.00	
Institutional	732-40126	5446359	U29302AG8	U29302AG8	US20130764659	2769237	DELTA AIR LINES INC DEL EQUIP TR CTF SER 1990 D RMD 10.33 03/26/2009	12,000,000.00	
Institutional	732-40126	F006921	301990719	301990719	US3019907191		ENRON CORP RMD 678 06/15/2009	200,000,000.00	
Institutional	732-40126	FRCPE	B04QZ20	359043106	CA3590431068		FELT LOANS ASSET (REST) DTC CUSIP	109,941.00	
Institutional	732-40126	5B0GFL9	CAJ70472BMO1	370472BMO1	CA370472BMO1	B04QZ20	FRONTIER COPPER CORPORATION	93,305.00	
Institutional	732-40126	HOV	U48787AA0	U48787AA0	US48787AA09	2431167	GENERAL MOTORS ACCEPTANCE CORP OF CANADA LTD RMD 4.71 43 05/22/2009	14,590,000.00	
Institutional	732-40126	5082870	U48787AA0	U48787AA0	US48787AA09		HOV	472,500.00	
Institutional	732-40126	LEHUQ	52520W317	US52520W3170	US52520W3170	B2P7YC5	KELTROM INDUSTRIES INC CONV SUB NOTES REG S RMD 5.75 10/15/2009	500,000.00	
Institutional	732-40126	5BRND06	52525AAAN1	US52525AAAN1	US52525AAAN1		LEHMAN BROS HLDS INC DEP SH REPSTG 11/00TH 7.95% PERP PFD SER J	52,218.00	
Institutional	732-40126	5BRDZC1	575379AE2	US75379AE2	US75379AE24	B246YN8	MAC CAPITAL LTD SER 2007-1 CL B-2 144A3/27 RMD 7.045 07/26/2023	4,950,000.00	
Institutional	732-40126	5956339	H59118AB7	H59118AB7	CH0001168647	4660994	MASONIC CORP SR SUB NT RMD 11.00 04/06/2015	7,830,000.00	
Institutional	732-40126	5253609	69163VAD9	69163VAD9	X50108329771	5963043	OMNI HOLDINGS AG RMD 6.00 12/31/2009	1,517,420.00	
Institutional	732-40126	PDCFP	80391F5	80391F5	X50101929940	5820753	PSINET INC EURO SERIES RMD 10.50 12/01/2006	10,723,000.00	
Institutional	732-40126	RHDGF	76113BAF6	76113BAF6	US76113BAF6	B0391F5	PSINET INC EUR SR NOTES EURO SER RMD 11.00 08/01/2009	9,529,000.00	
Institutional	732-40126	RHDGF	76113BAF6	76113BAF6	US76113BAF6	B0391F5	PT SIERAD PRODUCE TBK SHS SERIES A	36,537,577.00	
Institutional	732-40126	5259929	841338AF3	841338AF3	US841338AF37	2987879	RESIDENTIAL CAP CORP NT 7.375% ON 08/18/2007 RMD 8.375 06/20/2010	2,337,000.00	
Institutional	732-40126	533712	X50118391936	X50118391936	X50118391936		RETAIL HOLDINGS NV	386,878.00	
Institutional	732-40126	5449494	CH0001207635	CH0001207635	CH0001207635	4471776	RSL COMMUNICATION LTD RMD 12.875 03/01/2009	2,000,000.00	
Institutional	732-40126	SCLP	81662W108	81662W108	US81662W1080	4831970	SAURGROUP FINANCE RMD 6.625 10/06/2010	35,743,000.00	
Institutional	732-40126	5093597	XX5093597000	XX5093597000	XX5093597000	B1YWTJ0	SAURGROUP RMD 09/10/2009	1,750,000.00	
Institutional	732-40126	5596001	841338AF3	841338AF3	US841338AF37		SENGROUP ENERGY PARTNERS L.P. COM UNIT REPSTG LTD PARTNERSHIPINT	77,800.00	
Institutional	732-40126	5551644	841338AD8	841338AD8	US841338AD88		SOUTHEAST BANKING CORP STAMPED CERTIFICATES RMD 5.25 11/12/1997	1,260,000.00	
Institutional	732-40126	T104832	CA87941T9720	87941T972	CA87941T9720		SOUTHEAST BANKING CORP FRN CPN LIBOR +12.5 RMD 5.25 11/12/1997	1,088,000.00	
Institutional	732-40126	9N44093	XX9N44093000	XX9N44093000	XX9N44093000		SOUTHEAST BKG CORP SUB NTS REGRMD 10.50 04/11/2001	1,132,000.00	
Institutional	732-40126	LCC	90341W108	90341W108	US90341W1080		TELEGLOBE CANADA INC TEMP 8% 10/23/2026	12,000,000.00	
Institutional	732-40126	5337135	92923CAP9	92923CAP9	US92923CAP95	B0LCML8	TELEGLOBE INC UNSECURED DEBTURE IN DEFAULT RMD 8.35 06/20/2003	2,000,000.00	
Institutional	732-40126	5489304	92923CAG9	92923CAG9	US92923CAG95		US AIRWAYS GROUP INC	809,010.00	
Institutional	732-40126	ZARLF	2597102	2597102	CA9891391000	B0CN0L7	WCI CMNTYS INC SR SUB NT RMD 6.625 03/15/2015	58,993,000	
Institutional	732-40126	U36240AF3	U36240AF3	U36240AF3	US9393228146	2599551	WCI COMMUNITIES INC GTD SENIOR SUB NOTE 9.125000% 3/1/2012 92923CAG9	11,220,000.00	
Institutional	732-40126	5B0DNY1	98951UAJ5	98951UAJ5	US98951UAJ51	B2925Y8	WASHINGTON MUTUAL INC 7.75% SERIES A NON CUMULATIVE PERPETUAL CONV	14,355,000.00	
Institutional	732-40126	M017061	US55291M2036	US55291M2036	US55291M2036	2597102	ZARLINK SEMICONDUCTOR INC	6,480.00	
Institutional	732-40126	5142821	U29302AH6	U29302AH6	US29302AH6		GMAC LLC 8.0% 12/31/2013 PVT	2,132,354.00	
Institutional	732-40126	5271979	74437CAB7	74437CAB7	US74437CAB7		MAC CAPITAL LLC 8.0% 12/31/2013 PVT	943,000.00	
Institutional	732-40126	5200900	74437CAD3	74437CAD3	US74437CAD3		MAC CAPITAL LLC 8.0% 12/31/2013 PVT	36,954.00	
Institutional	732-40126	5255136	69363VAB3	69363VAB3	US69363VAB3		MAC CAPITAL LLC 8.0% 12/31/2013 PVT	9,556,000.00	
Institutional	732-40126						MAC CAPITAL LLC 8.0% 12/31/2013 PVT	1,080,000,000.00	
Institutional	732-40126						MAC CAPITAL LLC 8.0% 12/31/2013 PVT	66,962,000.00	
Institutional	732-40126						MAC CAPITAL LLC 8.0% 12/31/2013 PVT	139,415,000.00	
Institutional	732-40126						MAC CAPITAL LLC 8.0% 12/31/2013 PVT	120,905,000.00	
Institutional	732-40126						MAC CAPITAL LLC 8.0% 12/31/2013 PVT	163,398,000.00	

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ST Exhibit B

Margin Summary COB 9-19-08

TOTAL COLLATERAL	
TOTAL LMV TYPE 1 LONG POSITIONS (US\$)	247,628,399.86
TOTAL LMV TYPE 1 LONG POSITIONS (C\$ value converted to US\$)	12,665,241.29
TOTAL LMV TYPE 1 LONG POSITIONS (BP value converted to US\$)	1,391,562.39
TOTAL LMV TYPE 1 LONG POSITIONS (EM value converted to US\$)	2,882,116.28
TOTAL LMV TYPE 1 LONG POSITIONS (JY value converted to US\$)	0.00
TOTAL LMV TYPE 2 LONG POSITIONS (US\$)	35,882,711.62
TOTAL LMV TYPE 2 LONG POSITIONS (C\$ value converted to US\$)	366,954.14
TOTAL LMV TYPE 2 LONG POSITIONS (BP value converted to US\$)	0.00
TOTAL LMV TYPE 2 LONG POSITIONS (EM value converted to US\$)	0.00
TOTAL LMV TYPE 2 LONG POSITIONS (JY value converted to US\$)	0.00
TOTAL USD DELIVERABLE COLLATERAL	283,511,111.48
TYPE 1 CASH (US\$)	
TYPE 1 CASH C\$ (value converted to US\$)	44,841.22
TYPE 1 CASH BP (value converted to US\$)	0.00
TYPE 1 CASH JY (value converted to US\$)	0.01
TYPE 1 CASH EM (value converted to US\$)	0.00
TYPE 2 CASH (US\$)	
TYPE 2 CASH JY (value converted to US\$)	0.00
TYPE 2 CASH EM (value converted to US\$)	604,087.35
TOTAL USD CASH COLLATERAL	44,841.22
TOTAL EXPOSURES	
TYPE 2 DEBIT BALANCE (USD)	1,871,130.80
TYPE 2 DEBIT BALANCE (C\$ converted to US\$)	723,727.32
TYPE 2 DEBIT BALANCE (BP converted to US\$)	9,025.47
TOTAL EXPOSURE	2,603,883.59
TOTAL COLLATERAL NEEDED TO COVER EXPOSURE	1,954,955.01
TOTAL VALUE OF COLLATERAL AVAILABLE FOR DELIVERY	298,862,030.57
TOTAL CASH AVAILABLE FOR PAYMENT	0.00

**Note: Proceeds generated from the close out of shorts will result in a cash in lieu claim

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CLIENT 012				MARGIN ACTIVITY STATEMENTS				09/19/08		PAGE 93786	
RR: H81 STONEHILL INSTITUTION				CURR-CODE: 000				PRICE		MARKET VALUE	
LONG/SHORT(-)				SECURITY DESCRIPTION				CUSIP/SEC		MARGIN REQUIREMENT	
107,382.0000				AP 1 PAR				1.47292H		158,165	
11 043008				DECISIONONE CORP NEW				0.00000H		158,165	
11 031808				FCLT LGANS ASSET (REST)				0.00000H		0	
11 111607				DTC CUSIP				0.00000H		0	
11 031808				MMFRONTIERA COPPER CORPORATION				109,941.0000		0	
11 111607				FIRSTCITY LIQUIDATING TRUST				1.53675		143,386	
11 092707				CL B CBI				0.00000		143,386	
11 092707				MMGUANGDONG ALLIANCE				0.00000H		0	
11 092707				SHS				0.00000H		0	
11 092707				MMRGH WATER SUPPLY HL				0.00000H		0	
11 111607				SHS				0.00000H		0	
11 092707				MMGUANGDONG INVESTMENT LTD				0.29500H		0	
11 111607				H90.50 PAR				0.00000H		0	
11 091608				WTS ICG COMMUNICATIONS INC				318,047.0000		93,823	
11 091608				HOUNANIAN ENTERPRISES INC-CL A				0.00000H		0	
11 091608				KGEN PWR CORP				9.05000		7,054.0000	
11 121307				CON 144A				426,211.0000		3,857,209	
11 091608				KAANAPALI LAND LLC				0.00000H		0	
11 081308				LEHMAN BROS HLDCS INC				1,866,236.0000		2,318	
11 060608				DEP SH REPSTG 1/100TH 7.95%				30.51000H		5,743	
11 112107				MMMAC CAPITAL LLC				0.11000H		0	
11 031808				COMBINATION SECS MEMBERSHIP				52,218.0000		487,595	
11 092507				NEENAH ENTERPRISES INC				0.00000H		0	
				WTS NEENAH ENTERPRISES INC				13,656,000.0000		487,595	
				PATENT LITIGATION TR				1.55000H		0	
				BENEFICIAL TRUST INTERESTS				0.00000		0	
				MMPT SIERAD PRODUCE TBK				314,578.0000		10	
				SHS SERIES A				57,444.0000		194,486	
								20,069.0000		194,486	
								36,557,577.0000		194,486	

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BHR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93787	
732-40126	RR: H81 STONEHILL	INSTITUTION	CURR-CODE: 000	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
11 091508	LONG/SHORT(-)	SECURITY DESCRIPTION					
11	091508	***RETAIL HOLDINGS N V		R05483 SB	8.00000H	3,095,024	3,095,024
11	092507	SUNSHINE MNG & REFNG COMPANY		R05483 SB	366,878.0000	0	0
11	082908	SENGROUP ENERGY PARTNERS L P		S011728 SB	5,999,544.0000	652,742	195,822
11	031800	COM UNIT REPTG LID PARTNERSHIP		S019821 SB	8.39000H	1,691	406,296
11	091708	30FX INTERACTIVE INC		88553X1030	0.01700H	1,354,320	0
11	031808	***TRANSOCEAN INC		T001118 SB	99,500.0000	0	0
11	031808	NEW		G900731000	125.40000H	1,354,320	0
11	031808	***THUNDERBIRD RESORTS INC		T010309 SB	10,800.0000	0	0
11	031808	COM 144A		88605F1080	0.00000H	0	0
11	090908	***TELEGLLOBE CANADA INC		T010488 SB	0.00000H	0	0
11	091108	TEMP 8X 10/23/2026		87941T9720	12,000,000.0000	204,622	256,284
11	051508	***THUNDERBIRD RESORTS INC		T104832 SB	5.50000H	164	0
11	031808	NEW		G885761060	37,204.0000	0	0
11	091108	US AIRWAYS GROUP INC		T106117 SB	7.91000	854,280	164
11	051508	***VIATEL HOLDING BERMUDA		U003620 SB	108,000.0000	0	0
11	031808	LIMITED NEW		G354471110	1.00000H	0	0
11	091008	WTS WEBLINK WIRELESS		V004215 SB	0.00000H	0	0
11	091708	WASHINGTON MUTUAL INC		W003885 SB	134,303.0000	651,240	174,868
11	092507	7.75% SERIES R NON CUMULATIVE		9393228140	335.00000H	2,170,800	0
11	091708	***ZARLINK SEMICONDUCTOR INC		W005336 SB	6,480.0000	174,868	0
11	092507	FULTON CNTY GA DEV AUTH SPL		Y001713 SB	0.49000	0	0
11	092507	FACS REV DELTA AIRLINES INC		36099ACJ00	0.00000H	0	0
11	092507	NEW YORK N Y CITY INDL DEV AGY		388WTX8 SB	120,000.0000	0	0
11	031808	SPL FAC REV NORTHWEST AIRLINES		64998JL90	0.00000H	0	0
11	092507	DUE 05/01/2013 5.300%		388ZCT2 SB	500,000.0000	0	0
11	092507	DAUPHIN CNTY PA GEN AUTH REV		238259Z650	0.00000H	0	0
11	092507	OFFICE & PKG-FORUM PL-SER A		3450402 SB	1,295,000.0000	0	0
11	092507	DUE 01/15/2025 6.000%		586169AK40	0.00000H	0	0
11	092507	MEMPHIS TN HLTH EDL&HSG FAC		3502020 SB	1,000,000.0000	0	0
11	092507	BRD MFRH SECTED-A-INVT AGMT					
11	092507	DUE 12/15/2049					

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BMR56 732-40126 TC LDA 11 031808	CLIENT 012 RR: H81 STONEHILL LONG/SHORT(-) 9,294,0000	MARGIN ACTIVITY STATEMENTS				09/19/08	PAGE 93788
		INSTITUTION	SECURITY DESCRIPTION	CURR-CODE: 000	CUSIP/SEC	PRICE	
11 080108	250,000.0000	MOBILE ALA INDL DEV BRD SOLID	WTE DESP RV REF-MOBILE ENERGY	3681870 SB	0.00000H	5,234.0000	MARGIN REQUIREMENT 0
11 041008	4,500,000.0000	EURO MEDIUM TERM NOTE	BRMFCE BANK PLC	033365SS00	107.62042H	269,051	121,072
11 031808	450,000.0000	DUE 01/15/2013	CIT GROUP INC	58BDQV5 SB	250,000.0000		1,340,739
11 092507	25,937,000.0000	MEDIUM TERM SR NTS	DUE 10/27/2008	2.9052	12560PEA50	99.31400H	0
11 060608	540,000.0000	STANFIELD VICTORIA FIN LTD MTN	VR 032406-032509	58BDTK4 SB	4,500,000.0000	4,469,130	0
11 071008	4,050,000.0000	DUE 03/25/2009	CROWN PAPER CO	58BFSB4 SB	0.00000H	450,000.0000	186,198
11 122007	4,950,000.0000	SR SUB NOTES - ESCROW CUSIP-	DUE 09/01/2005	11.0002	2284499A40	0.00000	1,537,888
11 080108	4,050,000.0000	NEENAH CORP	SR SEC0 NT	640071AR70	76.62500	413,775	0
11 090808	4,429,080.0000	CHACH HOME EQUITY LOAN TRUST	MTGPC/SERIES 2007-HE1 A-4-VAR	36186KAD70	37.97255H	1,537,888	1,889,900
11 073008	21,330,000.0000	MAC CAPITAL LTD	SER 2007-1 CL B-2L 144A/3C7	55265AAN10	0.00000	0	2,162,941
11 080108	18,090,000.0000	DUE 07/26/2023	GHACH HOME EQUITY LN TR	58BND6 SB	4,950,000.0000		6,842,062
11 091708	7,830,000.0000	SERIES 2007-HE2 CLASS A6	DUE 12/25/2037	6.2492	36186LAC80	46.66422H	8,781,428
11 060908	1,188,000.0000	GHACH HOME EQUITY LN TR	SERIES 2007-HE2 CLASS A2	DUE 12/25/2037	6.0542	2,162,941	1,800,900
		GHACH HOME EQUITY LN TR	SERIES 2007-HE2 CLASS A4	DUE 12/25/2037	6.4242	6,842,062	
		GHACH HOME EQUITY LN TR	SERIES 2007-HE2 CLASS A3	DUE 12/25/2037	6.1932	8,781,428	
		MASONITE CORP	SR SUB NT	575379AE20	23.00000H	1,800,900	
		DUE 04/06/2015	11.0002	58BRZC1 SB	7,830,000.0000		332,788
		STANDARD PACIFIC CORP	CVT SENIOR SUB NOTES	853763AA80	93.37500	1,109,295	
		DUE 10/01/2012	6.0002	58CCLN9 SB	1,188,000.0000		

BHR56		CLIENT 012	MARGIN ACTIVITY STATEMENTS				09/19/08	PAGE 93789	
732-40126		RR: H&I STONEHILL	INSTITUTION	SECURITY DESCRIPTION	CURR-CODE: 000	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
11	090308	20,233,000.0000	PHH MORTGAGE TRUST	SER 2007-SL1 CLASS TACS 144A		69337YAE40	80.37500H	13,277,711	13,277,711
11	031808	850,000.0000	STANFIELD VICTORIA	DUE 12/25/2027 6.600%		58CJLC0	20,233,000.0000	AMORTIZED AMOUNT	16519,702.66
11	080408	26,475,000.0000	EURO MEDIUM TERM NOTE	DUE 03/28/2008		08439CAN00	0.00000H	0	0
11	061608	5,400,000.0000	RESIDENTIAL CAP LLC	SR SEC2 NT		58CSLJ0	850,000.0000		
11	082808	8,255,000.0000	STANFIELD VICTORIA FIN LTD	DUE 05/15/2010 8.500%		76114EAE20	62.00000H	16,414,500	16,414,500
11	081108	2,150,000.0000	MEDIUM TERM NTS144A 3C7	DUE 01/25/2008		58DGWP4	26,475,000.0000		
11	071808	8,515,000.0000	CAPMARK FINL GROUP INC SR NT	FLT 10		85431AJH00	0.00000	0	0
11	081208	167,000.0000	ZIFF DAVIS MEDIA INC	DUE 05/01/2012		58DHSQ5	5,400,000.0000		
11	080808	278,000.0000	SR SEC2 NT - ESCROW CUSIP -	DUE 05/01/2012		140661AD10	76.93300	6,350,819	1,905,245
11	082008	162,000.0000	MONTANA POWER CO	- TENDER OFFER -		58DKMR1	8,255,000.0000		
11	081108	8,807,000.0000	MONTANA POWER CO	DUE 12/21/2026 7.960%		98951UJ50	0.00000H	0	0
11	082008	162,000.0000	CONTRA CUSIP -	DUE 12/23/2026		58DNVY1	2,150,000.0000		
11	081108	5,937,000.0000	CONTRA CUSIP -	DUE 12/20/2006 7.070%		9895C9910	0.00000H	0	0
11	082008	11,654,000.0000	NORTHWESTERN CORP	DUE 03/15/2007 7.875%		58DNVZ6	8,515,000.0000		
11	081108	5,937,000.0000	SENIOR DEBENTURE	DUE 11/15/2028 6.950%		612MMI8A90	0.00000	0	0
11	091208	4,050,000.0000	NORTHWESTERN CORP	-CONTRA CUSIP-		58DQMJ0	167,000.0000		
			VICTORIA FIN LTD 144A VR	DUE 03/15/2012 8.750%		612MMI9C40	0.00000	0	0
			DUE 12/12/2008			58DQNT2	278,000.0000		
						612MMI9B60	0.00000	0	0
						58DQPD8	162,000.0000		
						66899ABG60	0.00000	0	0
						58DQSC5	8,807,000.0000		
						66899ABF80	0.00000	0	0
						58DRLG4	11,654,000.0000		
						66899ABH40	0.00000	0	0
						58DXBS2	5,937,000.0000		
						9262G0AL30	0.00000	0	0
						58FBPV0	4,050,000.0000		

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CLIENT 012

732-40126
7C LBA
11 091208RR: H81 STONEHILL
LONG/SHORT(-)
900,000.0000

INSTITUTION		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93790	
SECURITY DESCRIPTION		CURR-CODE: 000		PRICE		MARKET VALUE	
VICTORIA FIN LTD 144A VR		CUSIP/SEC		0.00000		MARGIN REQUIREMENT	
09908-021709		50FRQ5	SB	900,000.0000		0	0
11 031808	3,956,000.0000	GREEN TREE FINL CORP					
		SER 1997-4 MFD HSC SR/SUB					
		DUE 02/15/2029	7.730%				
11 031808	680,000.0000	GREENTREE FINANCIAL					
		CORPORATION MTGPC/SERIES					
		DUE 10/15/2029	7.750%				
11 060308	7,000,000.0000	NPV VI INC 1998-2 HEALTH					
		CARE RCVBLES NT					
		DUE 05/01/2004	6.100%				
11 090908	4,725,000.0000	GMACH HOME EQUITY LOAN TRUST					
		MTGPC/SERIES 2004-HEI A-3-VAR					
		DUE 06/25/2034	2.681%				
11 082508	10,503,000.0000	RESIDENTIAL FDG MTG SECS II					
		SERIES 2005-HS2 CLASS A-I-1					
		DUE 09/25/2020	2.571%				
11 052708	3,510,000.0000	RESIDENTIAL FDG MTG SECS II					
		SERIES 2006-HSA1 CLASS A-2					
		DUE 11/25/2020	5.190%				
11 063008	2,525,000.0000	CWHEQ HOME EQUITY LOAN TRUST					
		MTGPC/SERIES 2006-S2 A-2-VAR					
		DUE 07/25/2027	5.627%				
11 060908	10,800,000.0000	CWHEQ HOME EQUITY LOAN TRUST					
		MTGPC/SERIES 2006-S2 A-3-VAR					
		DUE 07/25/2027	5.841%				
11 090808	8,025,750.0000	GMACH HOME EQUITY LN TR					
		SERIES 2006-HE3 CLASS A2					
		DUE 10/25/2036	5.750%				
11 073008	2,025,000.0000	GMACH HOME EQUITY LOAN TRUST					
		MTGPC/SERIES 2006-HE3 A-4-VAR					
		DUE 10/25/2036	6.088%				
11 070708	4,780,000.0000	COUNTRYWIDE ASSET BK CERT					
		SERIES 2006-2N CLASS A3					
		DUE 03/25/2034	5.658%				
11 031808	1,000,000.0000	PHP HEALTHCARE CORPORATION					
		SUB DEB CONV 144A					
		DUE 12/15/2002	6.500%				
11 031808	1,500,000.0000	PHP HEALTHCARE CORPORATION					
		SUB DEB CV					
		DUE 12/15/2002	6.500%				

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BHR56 CLIENT 012			MARGIN ACTIVITY STATEMENTS			09/19/08		PAGE 93791	
732-40126 RR: HBI STONEHILL			INSTITUTION			CURR-CODE: 000		CUSIP/SEC	
11 031808			LONG/SHORT(-)			1,000.0000		960080AB50	
			WESTFIELD HOLDINGS INC INT SER			DEB SPLIT CPN		5002385 SB	
			DUE 09/15/1999 15.500%			PRICE		1,000.0000	
			MMPOLLY PECK INTERNATIONAL			0.00000H		0	
			DUE 01/03/1997 8.750%			0.00000H		0	
			ESC COMDISCO INC			0.00000H		0	
			NOTE - ESCROW -			1,050,000.0000		0	
			DUE 01/15/2003 6.125%			0.00000H		0	
			IONICA PLC			0.00000H		0	
			SR NOTE			1,500,000.0000		0	
			DUE 08/15/2006 13.500%			0.00000H		0	
			ESC KITTY HAWK INC			0.00000H		0	
			SR SEC NTS			22,523,800.0000		0	
			DUE 11/15/2004 9.950%			0.00000H		0	
			WOLVERINE TUBE INC			221,720		0	
			SENIOR NOTE SER B			0.00000H		0	
			DUE 04/01/2009 10.500%			241,000.0000		0	
			CENTRAL TRACTOR FARM & COUNTRY			0.00000H		0	
			INC SR NOTE			9,460,000.0000		0	
			DUE 04/01/2007 10.625%			0.00000H		0	
			IONICA PLC			0.00000H		0	
			SENIOR DISC NOTES			1,500,000.0000		0	
			DUE 05/01/2007 15.000%			0.00000H		0	
			MAXWELL COMMUNICATIONS			0.00000H		0	
			EURO DEBS			16,459,000.0000		0	
			DUE 06/15/1993			0.00000H		0	
			KEY PLASTICS INC			0.00000H		0	
			SR SUB NOTE SER B			1,350,000.0000		0	
			DUE 03/15/2007 10.250%			0.00000H		0	
			ENERGY GROUP OVERSEAS BV			32.50000H		0	
			GTD NOTES 7.375% 10/9/98			18,255,000.0000		5,932,875	
			DUE 10/15/2017 7.425%			0.00000H		0	
			ENERGY GROUP OVERSEAS BV			32.50000H		0	
			GTD NT			21,450,000.0000		6,971,250	
			DUE 10/15/2027 7.550%			0.00000H		0	
			NRG ENERGY INC			30,550,000.0000		0	
			SR NOTE			0.00000H		0	
			DUE 06/15/2007 7.500%			0.00000H		0	
			MAXWELL INDUSTRIES INC			0.00000H		0	
			CONV SUB NOTES REG S			500,000.0000		0	
			DUE 10/15/2002 5.750%			0.00000H		0	
						500,000.0000		0	
						221,720		0	
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732-40126 RR: H01 STONEHILL			INSTITUTION			CUSTIP/SEC		MARKET VALUE	
TC LDA			SECURITY DESCRIPTION			CURR-CODE: 000		PRICE	
11 031808			DELTA AIR LINES INC DEL			2473610090		82.50000H	
			EQUIPMENT TRUST CTF SER 1990 B			5085568 SB		1,250,000.0000	
11 012908			DUE 03/26/2014 10.790%			XX50935970		0.00000	
			SOUTHEAST BANKING CORP			5093597 SB		1,260,000.0000	
11 031808			STAMPED CERTIFICATES			92326YAD10		0.00000H	
			DUE 11/12/1997 5.250%			5102085 SB		7,125,000.0000	
11 111907			SR NOTE SER B			537902AC20		0.00000	
			DUE 07/01/2005 9.500%			5109706 SB		18,167,000.0000	
11 031808			LIVENT INC			15115HAL50		0.00000H	
			DUE 10/15/2004 9.375%			5109824 SB		30,000,000.0000	
11 031808			CELLNET DATA SYS INC			262497AG50		0.00000H	
			DUE 06/15/2007 10.250%			5123009 SB		15,953,000.0000	
11 092507			SOUTHEAST BANKING CORP			XX51233170		0.00000	
			EURO 0-CFN STAMPED CERT			5123317 SB		3,300,000.0000	
11 031808			DUE 12/18/1996			488035AC00		0.00000H	
			KELLSTROM INDS INC			5125334 SB		15,209,000.0000	
11 092507			SUB NTS CONV			G59024AE20		0.00000H	
			DUE 10/15/2002 5.750%			5127481 SB		7,943,000.0000	
11 091708			MAXWELL COMMUN			13134YAA50		107.50000H	
			DUE 09/01/1993 8.375%			5128805 SB		2,350,000.0000	
11 092807			CALPINE CONSTRUCTION FINANCE			G71536AF60		0.00000H	
			CO L P / CORP 2ND PRIORITY			5131393 SB		18,950,000.0000	
			DUE 08/26/2011 11.602%			G7703AAD70		0.00000H	
			FINANCE CHF			5142263 SB		47,149,000.0000	
11 092507			GLOBAL USD			488035AE60		0.00000H	
			DUE 03/20/2049 6.250%			5142368 SB		23,010,000.0000	
11 031808			KELLSTROM INDS INC			74437CAB70		0.00000H	
			CONV SUB NOTES			5142821 SB		66,962,000.0000	
11 031808			DUE 06/15/2003 5.500%					AMORTIZED AMOUNT	
			PSINET INC					57552,412.70	
			DUE 02/15/2005 10.000%					0	
			SENIOR NOTES SER B					0	
								1,136,812	

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BMR56 CLIENT 012				MARGIN ACTIVITY STATEMENTS				09/19/08		PAGE 93793	
732-40126	RR: H81 STONEHILL	TC LDA	LONG/SHORT(-)	INSTITUTION	CURR-CODE: 000	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
11 031808	6,750,000.0000			INSILCO HOLDING CO		SR DISC NT	5143514 SB	0.00000H	0	0	
11 092507	19,780,000.0000			DUE 08/15/2008 14.000%		***S-AIR GROUP	H7110NAD50	12.17100H	2,407,423	722,227	
11 031808	26,290,000.0000			SMSAIR		DUE 07/07/2005 0.125%	5144489 SB	19,780,000.0000			
11 031808	27,500,000.0000			***RSL COMMUNICATION PLC		SR NTS	74972EAC20	0.00000H	0	0	
11 031808	20,070,000.0000			DUE 03/01/2008 9.125%		CHS ELECTRONICS INC	5145204 SB	26,290,000.0000			
11 031808	25,850,000.0000			SENIOR NOTES		DUE 04/15/2005 9.875%	12542AAB30	0.00000H	0	0	
11 072208	2,274,859.0000			***CENTAUR MINING & EXPL LTD		SENIOR SEC NOTE	5147251 SB	27,500,000.0000			
11 031808	30,820,000.0000			DUE 12/01/2007 11.000%		EXODUS COMMUNICATIONS INC	15133CAC50	0.00000H	0	0	
11 070808	22,005,250.0000			SR NTS		DUE 07/01/2008 11.250%	5150557 SB	20,070,000.0000	AMORTIZED AMOUNT	17870,781.38	
11 031808	19,144,000.0000			WHEELING PITTSBURGH STL CORP		SR SEC NOTE	302088AB50	0.00000H	0	0	
11 092507	19,357,000.0000			DUE 08/01/2010 6.000%		SAFETY KLEEN SERVICES INC	5158280 SB	0.00000H	0	0	
11 071408	1,601,000.0000			SR SUB NOTE		DUE 06/01/2008 9.250%	963150AA50	53.75000H	1,222,736	366,821	
11 052908	120,505,000.0000			NRG ENERGY INC		SENIOR DEB	5169833 SB	2,274,859.0000			
11 070808	11,487,000.0000			DUE 05/15/2006 6.500%		DELTA AIR LINES INC	78649QAA30	0.00000H	0	0	
				DEL PASS THRU TRS CTF 1992 B-1		DUE 09/11/2017 9.375%	5173374 SB	30,820,000.0000			
				***SAIR GROUP FINANCE B V		DUE 06/08/2006 4.375%	629377AN20	0.00000	0	0	
				DELTA AIR LINES INC DEL		144A	5174451 SB	22,005,250.0000			
				DUE 03/26/2006 10.330%		PSINET INC	247367AC90	94.75000H	1,693,068	1,693,068	
				SR NTS		DUE 11/01/2008 11.500%	5183591 SB	19,144,000.0000	AMORTIZED AMOUNT	1786,879.51	
				DELTA AIRLINES INC DEL PASS		SER 35-A CLASS A2	N5639BAA60	0.00000H	0	0	
				DUE 04/30/2016 10.500%			5196207 SB	19,357,000.0000			
							247361VK10	0.00000H	0	0	
							5197153 SB	1,601,000.0000			
							74437CA030	0.00000H	0	0	
							5200900 SB	120,505,000.0000	AMORTIZED AMOUNT	102937,961.85	
							247367AF20	46.50000H	2,033,137	2,033,137	
							5202379 SB	11,487,000.0000	AMORTIZED AMOUNT	4572,338.39	

BMR56	CLIENT 012	MARGIN ACTIVITY STATEMENTS		09/19/08	PAGE 93794
732-60126	RR: H&I STONEHILL	INSTITUTION	CURR-CODE: 000		
TC LDA	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE
11 031808	1,801,000.0000	DELTA AIR LINES INC DEL 90E 14	247361UM70	0.00000H	0
		6410.33%06	520437\$ SB	1,801,000.0000	0
11 031808	20,158,000.0000	DUE 03/26/2006 10.350%			
		HECHINGER CO SR DEBS	422660AC40	0.00000	0
11 031808	15,978,000.0000	DUE 11/15/2012 9.450%	520555\$ SB	20,158,000.0000	0
		WCI COMMUNITIES INC	92923CA460	39.00000H	6,231,420
11 031808	30,550,000.0000	CONV SENIOR SUB NOTE	521431\$ SB	15,978,000.0000	6,231,420
		DUE 10/01/2013 7.875%			
		NRG ENERGY INC	629377AE20	0.00000	0
11 031808	23,854,000.0000	DUE 06/01/2009 7.500%	521966\$ SB	30,550,000.0000	0
		CONSUMER PACKAGING INC	21061PAD80	0.00000H	0
11 031808	20,185,000.0000	DUE 02/01/2007 9.750%	522031\$ SB	23,854,000.0000	0
		INSILCO CORP	457659AM20	0.00000H	0
11 092507	995,000.0000	SR SUB NOTE SER-B	522376\$ SB	20,185,000.0000	0
		DUE 08/15/2007 12.000%			
11 081308	6,410,000.0000	***POLLY PECK INTL FINANCE LTD	G71536AB50	0.00000H	0
		DUE 11/19/1990 6.250%	522503\$ SB	995,000.0000	0
		WCI COMMUNITIES INC	92923CA400	33.00000	2,115,300
11 111907	12,980,000.0000	CONV	522520\$ SB	6,410,000.0000	634,590
		DUE 08/05/2023 4.000%			
		BUDGET GROUP INC	119003AF80	0.00000	0
11 031808	16,619,000.0000	SR NTS	523076\$ SB	12,980,000.0000	0
		DUE 04/01/2006 9.125%			
		TELEGLOBE INC	879411AD70	0.00000H	0
11 031808	57,801,000.0000	GTD DEB	523175\$ SB	16,619,000.0000	0
		DUE 07/20/2009 7.200%			
		TELEGLOBE INC	879411AE50	0.00000H	0
		DEB	523176\$ SB	57,801,000.0000	0
11 111907	17,530,050.0000	DUE 07/20/2029			0
		SFC NEW HLDS INC	784123AF80	0.00000H	0
		SR SUB NT	523712\$ SB	17,530,050.0000	0
11 070908	12,000,000.0000	DUE 08/15/2003 13.250%			0
		DELTA AIR LINES INC	247367AE50	0.00000H	0
		PASS THRU CTF SER 1993-A CL A1	523948\$ SB	12,000,000.0000	0
11 031808	3,088,000.0000	DUE 04/30/2008 9.875%			0
		CARRIER INTL S A	144500AC90	0.00000H	0
		SR NOTE SER B	524788\$ SB	3,088,000.0000	0
		DUE 02/15/2009 13.250%			0
					1637,088.60

BR556	CLIENT 012	INSTITUTION	MARGIN ACTIVITY STATEMENTS	09/19/08	PAGE 93795
732-40126	RR: H81 STONEHILL	SECURITY DESCRIPTION	CURR-CODE: 000		
TC LDA	LONG/SHORT(-)	IT GROUP INC	CUSTP/SEC	PRICE	MARGIN REQUIREMENT
11 031808	36,949,500.0000	SENIOR SUB NOTE SER B	465266AC80	0.00000H	0
11 092507	1,730,000.0000	DUE 04/01/2009 11.250%	5249169 SB	36,949,500.0000	
11 031808	5,892,000.0000	DUE 11/15/2004 7.500%	XX52526290	0.00000H	0
11 031808	163,598,000.0000	HECHINGER CO	5252629 SB	1,730,000.0000	0
		DUE 10/15/2003 6.950%	422660AD20	0.00000H	0
		PSINET INCORPORATED	5252671 SB	5,892,000.0000	0
		SR NT	69363VAB30	0.00000H	0
11 061808	450,000.0000	DUE 08/01/2009 11.000%	5253156 SB	163,598,000.0000	0
		YOSEMITE SECURITIES TRUST I		AMORTIZED AMOUNT	140542,624.65
		99-A LINKED ENRON OBLIG LEADS	987406AA30	0.00000H	0
11 071008	15,677,000.0000	DUE 11/15/2004 8.250%	5253212 SB	450,000.0000	0
		FRIEDE GOLDMAN INTL INC		AMORTIZED AMOUNT	352,385.50
		SUB NT CV	358430AA40	0.00000H	0
11 092507	9,529,000.0000	DUE 09/15/2004 4.500%	5253291 SB	15,677,000.0000	0
		PSINET INC SER EUR			
11 092507	1,897,324.0000	DUE 08/01/2009 11.000%	XX52536090	0.00000H	0
		MAXWELL COMMUNICATIONS	5253609 SB	9,529,000.0000	0
		VAR RATE LIQUID			
11 071008	10,280,000.0000	DUE 06/16/1995 5.000%	XX52586460	0.00000H	0
		RESIDENTIAL CAP CORP NT 7.375%	5258646 SB	1,897,324.0000	0
		ON 08/18/2007			
11 031808	53,180,000.0000	DUE 06/30/2010 8.375%	76113BAF60	21.00000H	2,158,800
		EXODUS COMMUNICATIONS INC	5259929 SB	10,280,000.0000	
		SR NT			
11 031808	10,575,000.0000	DUE 12/15/2009 10.750%	302088AH20	0.00000H	0
		VENTURE HOLDINGS TRUST	5261713 SB	53,180,000.0000	0
11 040708	58,995,000.0000	DUE 06/01/2007 11.000%	92326VAF60	0.00000H	39908,538.53
		WORLD ACCESS INC	5261756 SB	10,575,000.0000	0
		SENIOR NOTES	98141AAD30	0.00000H	0
		SUM CORP	5262134 SB	58,995,000.0000	0
11 041608	2,160,000.0000	DUE 01/15/2008 13.250%	78442FDQ80	94.85714H	57251,657.63
		MEDIUM TERM NTS			
11 092507	2,000,000.0000	DUE 07/27/2009 2.940%	5262964 SB	2,160,000.0000	614,674
		MAXSL COMMUNICATION LTD			
11 031808	815,000.0000	DUE 03/01/2010 12.875%	74972EAF30	0.00000H	0
		TXU EASTERN FUNDING CO	5263095 SB	2,000,000.0000	0
		GTD SR NT ORG CPN 6.45000	873169AF30	0.00000H	0
		DUE 05/15/2005 6.450%	5264215 SB	815,000.0000	0

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BM56	CLIENT 012	INSTITUTION	MARGIN ACTIVITY STATEMENTS	09/19/08	PAGE 93796
732-40126	RR: H81 STONEHILL	SECURITY DESCRIPTION	CURR-CODE: 000		
TC LDA	LONG/SHORT(-)	TXU EASTERN FUNDING CO	CUSIP/SEC	MARKET VALUE	MARGIN REQUIREMENT
11 111907	10,167,000.0000	GTD SR NOTE	873169AJ50	0	0
		DUE 05/15/2009 6.750%	5264525 SB	10,167,000.0000	0
11 092507	750,000.0000	MMSTSSAIR	H83970BB00	0	0
11 031808	13,600,000.0000	DUE 07/25/2003 5.500%	5271493 SB	0	0
		CONTINENTAL AIRLINES INC SR	2107959D40	0	0
11 031808	4,293,000.0000	NOTES GTD-REG-ESCROW	5272505 SB	13,600,000.0000	0
		DUE 03/15/1997 11.500%	195204AA00	0	0
		COLO.COM	5273066 SB	4,293,000.0000	3540,718.80
11 031808	139,215,000.0000	SR NOTE 144A	74437CAG60	0	0
		PSINET INC	5273979 SB	139,215,000.0000	121713,474.90
11 092507	1,000,000.0000	DUE 12/01/2006 10.500%	G7703AAK10	0	0
11 092507	200,000.0000	MMRSL COMMUNICATIONS PLC	5274711 SB	0	0
		DUE 03/01/2010 12.875%	G9143JAE00	0	0
11 010908	10,725,000.0000	MMTXU EASTERN FUNDING	5275991 SB	200,000.0000	0
		DUE 03/08/2030 7.250%	XX52772070	0	0
		MMPSINET INC	5277207 SB	10,725,000.0000	0
11 031808	4,000,000.0000	EURO SERIES	297862AB00	0	0
		DUE 12/01/2006 10.500%	5294718 SB	4,000,000.0000	0
		ETDYS IND	XX52964570	0	0
11 092507	1,715,000.0000	CONV SUB NOTE	5296457 SB	0	0
11 031808	1,700,000.0000	DUE 12/01/2004 6.250%	196267AD00	0	0
		MMMS-AIR GROUP	5307531 SB	0	0
11 031808	105,000.0000	DUE 11/04/2004 2.125%	302088AK50	0	0
		COLOR TILE INC SR NT	5308012 SB	105,000.0000	0
		DUE 12/15/2001 10.750%	629377AC70	0	0
11 031808	21,150,000.0000	EXODUS COMMUNICATIONS INC	5310622 SB	0	0
		SR NT 144A	2695249C00	0	0
11 031808	11,000,000.0000	DUE 07/15/2010 11.625%	5310628 SB	0	0
		NRG ENERGY INC	55376WAD10	0	0
11 031808	11,000,000.0000	DUE 09/15/2010 8.250%	5322253 SB	2,610,135.0000	0
		EAGLE GEOPHYSICAL INC			
11 031808	2,610,135.0000	SR NT SER B -ESCROWED-			
		DUE 07/15/2008 10.750%			
		MTS INC			
		SR SUB NOTE			
		DUE 03/19/2009 10.000%			

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732-40126			INSTITUTION			CURR-CODE: 000			CUSIP/SEC		
TC LDA			LONG/SHORT(-)			SECURITY DESCRIPTION			PRICE		
11 061308			4,187,000.0000			ENRON CORP			0.00000H		
			PRIVATE PLACEMENT			5324524 SB			4,187,000.0000		
			DUE 08/15/2005 8.000Z			5324524 SB			0		
11 031808			24,550,000.0000			RSL COMMUNICATIONS PLC			0.00000		
			GRD US\$ SR NT			74972EAN80			0		
11 092507			18,047,000.0000			DUE 03/01/2010 12.875Z			24,550,000.0000		
			DUE 03/01/2010 12.875Z			G7702XAC00			0		
11 031808			14,000,000.0000			GT GROUP TELECOM INC			0.00000H		
			SENIOR DISC EXCH NOTES			362359AC50			0		
			DUE 02/01/2010 13.250Z			5329921 SB			0		
11 092507			35,743,000.0000			DUE 10/06/2010 6.625Z			0		
			DUE 10/06/2010 6.625Z			N5639BAC20			0		
11 092507			1,250,000.0000			DUE 02/10/2003			35,743,000.0000		
			DUE 02/10/2003			Q73665AA10			0		
11 080508			11,220,000.0000			WCI CMNTYS INC			0.00000		
			SR SUB NT			92923CAP90			4,488,000		
11 072208			2,525,000.0000			DUE 03/15/2015 6.625Z			11,220,000.0000		
			BRODER BROS CO			5337735 SB			4,488,000		
11 092507			680,000.0000			SR NOTE			1,704,375		
			DUE 10/15/2010 11.250Z			112013AB30			1,704,375		
			DUE 10/15/2010 11.250Z			5341743 SB			2,525,000.0000		
11 092507			7,540,000.0000			SENIOR B VAR RT			0.00000H		
			DUE 10/15/2007			V63509AB30			0		
			SENIOR NOTES			5341886 SB			680,000.0000		
			DUE 12/15/2009 10.750Z			XX53426960			0.00000H		
11 031808			4,260,000.0000			SENIOR NOTES			7,540,000.0000		
			DUE 07/15/2008 11.375Z			302088AN90			0		
			DUE 07/15/2008 11.375Z			5343324 SB			4,260,000.0000		
11 010708			7,429,000.0000			EURO ISSUE			0.00000H		
			DUE 11/30/2005 7.000Z			G9143RAA00			0		
			DUE 11/30/2005 7.000Z			5346617 SB			7,429,000.0000		
11 031008			191,285,000.0000			EXODUS COMMUNICATIONS INC			0.00000H		
			DUE 07/15/2010 11.625Z			302088AL30			0		
			DUE 07/15/2010 11.625Z			5355200 SB			191,285,000.0000		
11 092507			3,114,291.0000			SENIOR A VAR RATE			0.00000H		
			DUE 10/31/2007 7.187Z			V65509AA50			0		
			DUE 10/31/2007 7.187Z			5355724 SB			3,114,291.0000		
									AMORTIZED AMOUNT		
									3014,398.41		
									AMORTIZED AMOUNT		
									666,644.93		
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732-40126	RR: H81 STONEHILL	TC LDA	SECURITY DESCRIPTION	CURR-CODE: 000	CUSIP/SEC	PRICE	MARKET VALUE
11 073008	LONG/SHORT(-)	4,050,000.0000	GENERAL MOTORS ACCEPTANCE CORP		370425RU60	62.78500	2,542,792
			GLOBAL NOTES		5356646 SB	4,050,000.0000	
11 031808	1,575,000.0000		ESCROW GUANGDONG INTL TR & INVT 144A		4006519A10	0.00000H	0
11 031808	1,700,000.0000		ESCROW GUANGDONG INTL TR & INVT 144A		5358558 SB	1,575,000.0000	0
11 031808	34,794,000.0000		ESCROW GUANGDONG INTL TR & INVT 144A		4006519B90	0.00000H	0
			ASIA GLOBAL CROSSING LTD		5359457 SB	1,700,000.0000	0
11 031808	56,400,000.0000		SR NT		04518GAB70	0.00000H	0
			DUE 10/15/2010	13.375%	5362572 SB	34,794,000.0000	AMORTIZED AMOUNT 28609,022.38
11 031808	21,150,000.0000		NRG ENERGY INC		629377AL60	0.00000	0
			BONDS		5368394 SB	56,400,000.0000	0
11 121007	5,000,000.0000		NRG ENERGY INC		629377AK80	0.00000H	0
			NOTES		5368395 SB	21,150,000.0000	0
11 041008	1,350,000.0000		FLEMING CQS INC		339130AP10	0.00000H	0
			NTS		5370856 SB	5,000,000.0000	AMORTIZED AMOUNT 4681,205.45
11 031808	1,040,000.0000		DUE 01/30/2009	2.946%	125581AV00	91.57100	1,236,208
			REG S		5381485 SB	1,350,000.0000	370,862
11 092507	760,000.0000		WINTERTHUR UNDERAGY		67111WAA10	0.00000H	0
			SVC LTD EURO MEDIUM TERM NOTE		5395354 SB	1,040,000.0000	0
11 031808	584,000.0000		DUE 05/14/2003	5.987%	Q36895AB80	0.00000	0
			DAIRY MART CONVENIENCE STORES		5404497 SB	760,000.0000	0
11 070908	87,000,000.0000		INC - ESCROW -		2338609B30	0.00000	0
			EURO DEB		5430398 SB	584,000.0000	0
11 071008	200,000,000.0000		DUE 06/18/2004	0.970%	U29302AJ20	0.00000H	0
			EURO DEB		5445610 SB	87,000,000.0000	0
11 092507	12,000,000.0000		DUE 06/15/2003	0.678%	U29302AG80	0.00000H	0
			EURO DEB		5446359 SB	200,000,000.0000	0
			DUE 02/02/2007	4.250%	H8397SAC80	0.00000H	0
					5449492 SB	12,000,000.0000	0

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732-40126	RR: H81 STONEHILL	INSTITUTION	SECURITY DESCRIPTION	CURR-CODE: 000	CUSTP/SEC	PRICE	MARKET VALUE						MARGIN REQUIREMENT
TC LDA	LONG/SHORT(-)												
11 092507	1,750,000.0000	***SAIRGROUP	DUE 09/10/2005		H83970AJ40	10.36800H	181,440						81,648
11 031808	1,500,000.0000	DELTA AIRLINES INC DEL	EQUIP TR CTF SER 1990 D		5449494 SB	1,750,000.0000	1,237,500						556,875
11 092507	2,815,000.0000	***SAIRGROUP	DUE 03/26/2014 10.790%		5451783 SB	1,500,000.0000	0						0
11 092507	2,035,000.0000	***SAIRGROUP	DUE 07/30/2004 2.750%		5454713 SB	2,815,000.0000	229,792						103,406
11 092507	115,000.0000	VARIABLE RATE	DUE 02/15/2013 4.125%		5461232 SB	2,035,000.0000	0						0
11 092507	27,855,000.0000	***SAIRGROUP	DUE 03/01/2003 5.125%		H83970AX30	10.36800H	11,923						5,365
11 092507	21,145,000.0000	***POLLYPECK	DUE 09/20/1994 5.625%		5463379 SB	115,000.0000	0						0
11 073008	14,355,000.0000	***POLLYPECK	DUE 04/07/1993 5.750%		5478585 SB	27,855,000.0000	0						0
11 092507	7,000,000.0000	WCI COMMUNITIES INC	GTD SENIOR SUB NOTE		5478587 SB	21,145,000.0000	5,598,450						5,598,450
11 121007	7,882,000.0000	***POLLY PECK INTL FINANCE-DH	DUE 05/01/2012 9.125%		5489304 SB	14,355,000.0000	0						0
11 092507	3,150,000.0000	FLYING COMPANIES INC	SENIOR NOTES		339130AX40	0.00000H	0						0
11 111907	4,132,000.0000	EURO MEDIUM TERM NOTE	DUE 12/15/2008 6.250%		5497868 SB	7,882,000.0000	5,671,720						2,552,274
11 100407	230,000.0000	SOUTHEAST BKG CORP SUB NTS REG	DUE 04/11/2001 10.500%		N3592XVA50	180.05463H	0						0
11 031808	5,258,000.0000	AMERICAN RICE INC	MTG NOTES W/CONTINGENT INT		5515750 SB	3,150,000.0000	4,337,850						1,952,032
11 031808	5,000,000.0000	DELTA AIR LINES INC DEL	EQUIP TR CTF SER 1990 C		5551644 SB	4,132,000.0000	0						0
		SOURCE MEDIA INC	SR SEC'D NTS		5552686 SB	230,000.0000	0						0
			DUE 11/01/2004 12.000%		247361VV70	82.50000H	0						0
					5555517 SB	5,258,000.0000	0						0
					836153AC00	0.00000	0						0
					5563864 SB	5,000,000.0000	0						0

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RR: H81 STONEHILL

LONG/SHORT(-)

1,750,000.0000

1,500,000.0000

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2,035,000.0000

115,000.0000

27,855,000.0000

21,145,000.0000

14,355,000.0000

7,000,000.0000

7,882,000.0000

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4,132,000.0000

230,000.0000

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5,000,000.0000

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732-40126		RR: H81 STONEHILL	INSTITUTION	SECURITY DESCRIPTION	CURR-CODE: 000	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
TC LDA		LONG/SHORT(-)	PHAR-MOR INC	SR NOTE		717113AA20	0.00000H	0	0
11 092507		1,884,000.0000				5573732	SD	1,864,000.0000	AMORTIZED AMOUNT
									1402,853.45
11	031808	5,200,000.0000	DUE 09/11/2002	11.720%		13135BAE60	0.00000H	0	0
11	031808	2,860,000.0000	CALPINE GENERATING CO			5574272	SB	5,200,000.0000	0
11	031808	2,860,000.0000	DUE 04/01/2009			477122AV70	0.00000H	0	0
11	031808	5,718,000.0000	JET EQUIPMENT TR MEZZANINE			5574462	SB	2,860,000.0000	AMORTIZED AMOUNT
11	031808	5,718,000.0000	NOTE CL B 95-B	7.830%		2107959L60	0.00000H	0	0
11	031808	5,718,000.0000	DUE 02/15/2015			5578456	SB	5,718,000.0000	0
11	102407	1,088,000.0000	ESCROW CONTINENTAL AIRLINES			841338AF30	0.00000H	0	0
11	102407	1,088,000.0000	DUE 11/15/2001	10.000%		5596001	SB	1,088,000.0000	0
11	041008	2,700,000.0000	SOUTHEAST BANKING CORP-FRN			125577AV80	99.33600	2,682,072	804,621
11	041008	2,700,000.0000	CPN			5634664	SB	2,700,000.0000	0
11	031808	5,000,000.0000	DUE 11/12/1997	5.250%		247361VX30	0.00000H	0	0
11	031808	5,000,000.0000	CIT GROUP INC			5648314	SB	5,000,000.0000	0
11	031808	5,000,000.0000	DUE 12/19/2008	3.212%		125560AB10	78.61900	353,785	106,135
11	031808	5,000,000.0000	DELTA AIR LINES INC DEL 90E 14			5666251	SB	450,000.0000	
11	041008	450,000.0000	4A10.79%14			666107AA50	92.00000H	10,758,795	3,227,638
11	041008	450,000.0000	DUE 03/26/2014	10.790%		5713396	SB	11,694,343.0000	
11	041008	450,000.0000	CIT GROUP FUNDING CO CDA			93934WAA30	12.05300H	846,120	253,836
11	081208	11,694,343.0000	SR NT			5726350	SB	7,020,000.0000	
11	081208	11,694,343.0000	DUE 07/01/2010	4.650%		247361VR60	84.50000H	9,102,340	4,096,053
11	091608	7,020,000.0000	NORTHERNSTAR NAT GAS INC			5741989	SB	10,772,000.0000	
11	091608	7,020,000.0000	SR NTS 144A			125568AE50	66.22330H	2,605,886	1,172,649
11	091608	7,020,000.0000	DUE 05/15/2013	5.000%		5778017	SB	3,935,000.0000	
11	091608	7,020,000.0000	WASHINGTON MUT PFD FDG TR I			12668VAF60	48.30830H	1,304,324	1,304,324
11	031808	10,772,000.0000	PERPETUAL 144A			5801730	SB	2,700,000.0000	
11	031808	10,772,000.0000	DUE 03/07/2049	6.534%		12668VAA70	85.41443H	1,815,524	1,815,524
11	031808	10,772,000.0000	DELTA AIR LINES INC DEL 90C 14			5850819	SB	5,400,000.0000	AMORTIZED AMOUNT
11	031808	10,772,000.0000	4A10.79%13						2125,548.16
11	041008	3,935,000.0000	DUE 09/26/2013	10.790%					
11	041008	3,935,000.0000	WANCIT GROUP FDG CO CDA						
11	060908	2,700,000.0000	SR NT						
11	060908	2,700,000.0000	DUE 11/02/2011	5.600%					
11	060908	2,700,000.0000	COUNTRYWIDE ASSET-BOX CERTIF						
11	060908	2,700,000.0000	SERIES 2006-S7 CLASS A6						
11	090208	5,400,000.0000	DUE 11/25/2035	5.693%					
11	090208	5,400,000.0000	CWHEQ HOME EQUITY LOAN TRUST						
11	090208	5,400,000.0000	MTGPC/SERIES 2006-S7 A-1-VAR						
11	090208	5,400,000.0000	DUE 11/25/2035	2.561%					

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732-40126		TC LDA		INSTITUTION		SECURITY DESCRIPTION		CUSIP/SEC	
11 092507		500,000.0000		EURO MEDIUM TERM NOTE		DUE 01/16/2012 7.125%		G33365SQ40	
11 050608		7,472,000.0000		UNIFI INC SR SC NT 11.5%14		DUE 05/15/2014 11.500%		5856171 SD	
11 073008		6,750,000.0000		CWHEQ HOME EQUITY LN TR		SER 2006-S5 CLASS A2		904677AG60	
11 082508		7,804,080.0000		COUNTRYWIDE ASSET-BACKED CTFS		DUE 06/25/2035 5.681%		5856846 SB	
11 092507		17,100.0000		SERIES 2006-SB CLASS A3		DUE 04/25/2036 5.555%		126683AB70	
11 092507		16,000,000.0000		KKSASEA HOLDINGS		DUE 10/01/2042 3.250%		5905694 SB	
11 092507		1,517,420.0000		KKBANQUE PALLAS		DUE 02/08/1996 10.125%		12668XAC90	
11 082908		2,700,000.0000		KKBORNI HOLDINGS AG		DUE 12/31/2049 6.000%		5943647 SB	
11 032508		2,025,000.0000		CWHEQ HOME EQUITY LOAN TRUST		DUE 10/25/2036 2.691%		XX59557740	
11 092507		1,434,989.0000		KBLUXFER HOLDINGS PLC		DUE 02/01/2015 9.750%		5955774 SB	
11 092807		1,239,362.8700		VIATEL HOLDING (BERMUDA) LTD		DUE 02/06/2012 11.330%		F07959AG80	
11 092707		60,634,128.3800		SNIL CORP LITIGATION TRUST		DUE 12/31/2014 8.000%		5956314 SB	
11 092707		287,446.0000		ME ZUCKERMAN INVESTMENTS		DUE 12/31/2026 10.000%		H59118AB70	
11 092507		2,000,000.0000		CCFC REDEEMABLE PREFERRED		DUE 06/20/2003 8.350%		5956439 SB	
								12668YAB90	
								5961848 SB	
								852591AA40	
								5975781 SB	
								G5698WAD00	
								5986867 SB	
								XX9N418400	
								9N41840 SK	
								XX9N433410	
								9N43341 SK	
								XX9N437650	
								9N43765 SK	
								XX9N440770	
								9N44077 SK	
								XX9N440930	
								9N44093 SB	

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732-40126	RR: H81	STONEHILL	INSTITUTION	SECURITY DESCRIPTION	CURR-CODE: 000	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
TC LDA	LONG/SHORT(-)						0.00000	0	
11 100907	494,595.3100		VIATEL HOLDING (BERMUDA) LTD	XX9N447160	SK	9N44716	494,595.3100	0	
11 010708	17,545.6300		SR SECURED INCREASING RATE	12.500%	SK	9N44716	0.00000	0	0
11 100907	23,038.8900		VIATEL HOLDING (BERMUDA) LTD S	XX9N457120	SK	9N45712	17,545.6300	0	0
11 101607	249,016.6500		SR SECURED INCREASING RATE	13.000%	SK	9N45713	0.00000	0	0
11 071508	249,016.6500		VIATEL HOLDING (BERMUDA) LTD	XX9N458690	SK	9N45869	249,016.6500	0	0
11 092707	22,397.0000		VIATEL HOLDING (BERMUDA) LTD	XX9N458690	SK	9N45869	0.00000	0	0
11 100107	33,194.0000		RESTRICTED		SK	9N45869	0.00000	0	0
11 092707	175,438.6000		DELTA FDC RESIDUAL EXCHANGE CO	XX90678500	SK	9067850	22,397.0000	0	0
11 091908	30,110.0000		RESTRICTED CL A		SK	9067850	0.00000	0	0
29 070708	48,600.0000		CHANGING WORLD TECHNOLOGIES	XX91118260	SK	9111826	33,194.0000	0	0
29 070208	166,257.0000		INC RESTRICTED		SK	9111826	0.00000	0	0
29 091708	689,393.0000		TOA TO A/C #	(**)	SK	9111826	175,438.6000	0	0
29 091108	0.0000		ACACIA RESEARCH - ACACIA	XX99993400	SK	9999340	0.00000	0	0
29 070708	9,357.0000		TECHNOLOGIES	0036813070	SB	003681307	4.38000	212,868	145,800
29 092208	343,356.0000		ADVANTA CORP-CL A	A013707	SB	A013707	6.74000	48,600.0000	498,771
29 092707	33,194.0000		ADVANTA CORP-CL B NON-VTG	0079421050	SB	A080425	166,257.0000	1,120,572	1,968,906
			CIT GROUP INC NEW	0079422040	SB	A109735	9.52000H	6,563,021	191,150
			CORE MARK HOLDING CO INC	1255811080	SB	C011859	11.16000	0	70,374
			CONTINENTAL AIRLINES INC-CL B	2186811040	SB	C014818	27.92000	261,247	1,895,325
			DELTA FUNDING RESIDUAL	2107953080	SB	C562466	18.40000	6,317,750	11,265.0000
			MANAGEMENT INC	2479261080	SB	D007053	0.00000H	0	0

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CLIENT 012			MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93804	
732-40126	RR: H81 STONEHILL	INSTITUTION	CURR-CODE: 000	CUSTIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
TC LDA	LONG/SHORT(-)	SECURITY DESCRIPTION		629ESC9S50	0.00000	0	0	
29 050508	40,275,000.0000	- ESCROW CUSIP -	5.520%	580QFC2	30	40,275,000.0000	0	
29 050508	6,500,000.0000	DUE 10/01/2007		629ESC9U00	0.00000	0	0	
29 050508	2,000,000.0000	- ESCROW CUSIP -	2.520%	580DFC3	SB	6,500,000.0000	0	
29 071608	801,000.0000	DUE 05/01/2005	2.390%	629ESC9W60	0.00000	0	0	
29 061708	2,700,000.0000	DELTA AIR LINES INC DEL		580DFC4	SB	2,000,000.0000	0	
		EQUIP TR CTF SER 1990 D		247361UL90	0.00000H	0	0	
		DUE 03/26/2006	10.330%	5649514	SK	801,000.0000	0	
		ORD SETTLEMENT BD		902549AE40	55.87500	1,508,625	452,587	
29 082208	0.0000	DUE 02/01/2021	5.000%	5725709	SB	2,700,000.0000	0	
29 072508	0.0000	UNITED STATES TREASURY BOND		912810PW20	100.03100	0	2,700,837	
29 081508	0.0000	DUE 02/15/2038	4.375%	7001110		0	545,022	
52 091108	38,230.0000	UNITED STATES TREASURY NOTE		912828HZ60	100.93000	0	1,571,257	
		DUE 05/15/2018	3.875%	7001113		0	0	
		UNITED STATES TREASURY NOTE		912828CA60	104.75049H	0	0	
		DUE 02/15/2014	4.000%	7004940		426,646-	0	
		CIT GROUP INC NEW		1255811080	11.16000	2,782,080-	0	
		MBIA INC		C011859		1,630,752-	0	
		NORTHWESTERN CORPORATION		55262E1000	12.88000	79,701-	0	
		NEW		H000545		345,450-	0	
		RAIT FINANCIAL TRUST		6680743050	26.22000H	4,119,300-	0	
		WELLS FARGO & CO		N007436		1,518,750-	0	
		WACHOVIA CORPORATION		65548F1060	4.18115H	2,174,652-	0	
		COM		N101684		0	0	
		WASHINGTON MUTUAL INC		7492271040	7.35000	0	0	
				R003584		0	0	
				9497461010	39.80000	0	0	
				W001549		0	0	
				9299031020	18.75000	0	0	
				W002990		0	0	
				9393221030	4.25000	0	0	
				W028516		0	0	

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732-40126		RR: H81 STONEHILL INSTITUTION		CURR-CODE: 000		MARKET VALUE		MARGIN REQUIREMENT	
TC LDA		LONG/SHORT(-)		SECURITY DESCRIPTION		PRICE			
52	082108	27,000,000.0000-	UNITED STATES TREASURY BOND	912810PW20	100.03100		27,008,370-	0	
52	072508	5,400,000.0000-	DUE 02/15/2038 4.375%	7001113				0	
52	081508	15,000,000.0000-	UNITED STATES TREASURY NOTE	912828HZ60	100.93000		5,450,220-	0	
			DUE 05/15/2018 3.875%	7001113				0	
			UNITED STATES TREASURY NOTE	912828CA60	104.75049H		15,712,574-	0	
			DUE 02/15/2014 4.000%	7004940					
TOT MV				8,270,176-	SHR		8,270,176-	SHR CHANGE	0
EQUITY				282,202,431	LIQ EQT		71,058,711	NEW HSE CALL	0
CSH AV				8,270,176	BUYING P		217,505,394	NYSE OPT REQ	0

PRICE	MARKET VALUE	MARGIN REQUIREMENT
94.22543H	760,375	342,168
807,000.0000		
0.00000H	0	0
873,632.0000		
	1,350- SMA CHANGE	
	413,274 NEW HSE CALL	
	679,405 NYSE OPT REQ	

BMR56
732-40126

ENT 012
RR: H&I STONEHILL INSTITUTION

MARGIN ACTIVITY STATEMENTS
CURR-CODE: 016 JY

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TC	BALANCES	OPEN T/D BAL	CLOSE T/D BAL	OPEN S/D BAL	CLOSE S/D BAL	MARKET VALUE	DLA
11	01.00-	02.00-	01.00-	01.00-	01.00-	00	05/13/08
FOREIGN CURRENCY JY RATE		.00935201	T/D BAL				
NO BALANCE - ACTIVITY				00.00			

TC	LDA	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
111	050908	1080,000,000.0000	ARMENON CORP	U23022AH60	0.00000H		
111	051708		DUE 06/18/2003	0.770Y			

[illegible]

TOT MU	U	A	L	S	SB	540,000,000.0000
EQUITY	0	OLD SMA	0		SMA	0 SMA CHANGE
CASH AV	1	LIQ EQT	1	EQY %	0 HOUSE EXCESS	0 NEW HSE CALL
	0	BUYING P	0		OTHER EXCESS	0 NYSE OPT REQ

[illegible]

Symbol	CGY	Institutional	CEIS Aviation LLC	NYC	Pg 66 of 89(S)
CIT	USD	(38,230)	11.16	(426,646.80)	1 (426,646.80)
MBI	USD	(216,000)	12.88	(2,782,080.00)	1 (2,782,080.00)
NEW	USD	(62,195)	26.22	(1,630,752.90)	1 (1,630,752.90)
NBDFF	USD	(19,062)	4.18115	(79,701.08)	1 (79,701.08)
RAS	USD	(47,000)	7.35	(345,450.00)	1 (345,450.00)
WFC	USD	(103,500)	39.8	(4,119,300.00)	1 (4,119,300.00)
WB	USD	(81,000)	18.75	(1,518,750.00)	1 (1,518,750.00)
WM	USD	(511,683)	4.25	(2,174,652.75)	1 (2,174,652.75)
912810PW2	USD	(27,000,000)	100.031	(27,008,370.00)	1 (27,008,370.00)
912828HZ6	USD	(5,400,000)	100.93	(5,450,220.00)	1 (5,450,220.00)
912828CA6	USD	(15,000,000)	104.75049	(15,712,573.50)	1 (15,712,573.50)
Type 5	USD	61,766,571.40	1	61,766,571.40	1 61,766,571.40
Net USD					518,074.37
CM	CAD	(10,420)	62.50493	(651,301.37)	0.95352472 (621,031.96)
NBDFF	CAD	(168,765)	4.38494	(740,024.40)	0.95352472 (705,631.56)
Type 5	CAD	1,369,131.05	1	1,369,131.05	0.95352472 1,305,500.30
Net CAD					(21,163.22)
Total USD Due Stonehill					496,911.15

EXHIBIT D FOR STONEHILL INSTITUTIONAL PARTNERS LP

Fund	LEHM A/C	Month Expected	Internal ID	LEHM ID	CCY	Amount (€)	Notes	Record date	Description
Stonehill Institutional Partners LP	732-40126	September-08	GBP	GBP	GBP	63.00	INTEREST	9/21/2008	BRITISH POUND STERLING
Stonehill Institutional Partners LP	732-40126	September-08	GBP	GBP	GBP	-28.22	INTEREST	9/21/2008	BRITISH POUND STERLING
Stonehill Institutional Partners LP	732-40126	September-08	NBDFF	2641441	USD	-18,125.30	DIVIDEND	9/12/2008	NORBOARD INC
Stonehill Institutional Partners LP	732-40126	September-08	5252671	422660AD2	USD	141,500.79	DISTRIBUTION	9/22/2008	HECHINGER CO
Stonehill Institutional Partners LP	732-40126	September-08	5205553	422660AC4	USD	304,829.81	DISTRIBUTION	9/22/2008	HECHINGER CO
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	1,326.39	INTEREST	9/15/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	13.25	INTEREST	9/22/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	142.87	INTEREST	8/28/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	215.48	INTEREST	9/16/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	95.46	INTEREST	9/17/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	-1,322.47	INTEREST	9/22/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	-140.57	INTEREST	9/17/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	-161.56	INTEREST	9/18/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	-18.29	INTEREST	8/21/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	-43.65	INTEREST	9/17/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	-90.36	INTEREST	8/28/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	501.34	INTEREST	9/21/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	50,335.78	INTEREST	9/21/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	USD	USD	USD	-103.29	INTEREST	9/22/2008	INTEREST ON CREDIT BALANCE
Stonehill Institutional Partners LP	732-40126	September-08	B03TKJ2	B03TKJ2	USD	82,989.03	DIVIDEND	9/22/2008	LEHMAN BROTHERS US DOLLAR LIQUIDITY FUND
Stonehill Institutional Partners LP	732-40126	September-08	543662	12668AC3	USD	22,537.70	INTEREST	8/29/2008	COUNTRYWIDE ASSET-BACKED CITS SERIES
Stonehill Institutional Partners LP	732-40126	September-08	5943647	12668AC9	USD	41,825.42	PAYDOWN	8/29/2008	COUNTRYWIDE ASSET-BACKED CITS SERIES
Stonehill Institutional Partners LP	732-40126	September-08	5943647	12668AC9	USD	36,002.80	INTEREST	8/29/2008	COUNTRYWIDE ASSET-BACKED CITS SERIES
Stonehill Institutional Partners LP	732-40126	September-08	5905694	12668AC9	USD	12,809.26	INTEREST	8/29/2008	COUNTRYWIDE ASSET-BACKED CITS SERIES
Stonehill Institutional Partners LP	732-40126	September-08	519024	12668AD7	USD	31,955.65	INTEREST	8/29/2008	CWHEQ HOME EQUITY LOAN TRUST
Stonehill Institutional Partners LP	732-40126	September-08	519025	12668DX1	USD	11,549.00	INTEREST	8/29/2008	CWHEQ HOME EQUITY LOAN TRUST
Stonehill Institutional Partners LP	732-40126	September-08	5450819	12668VAA7	USD	73,100.12	PAYDOWN	9/24/2008	CWHEQ HOME EQUITY LOAN TRUST
Stonehill Institutional Partners LP	732-40126	September-08	5450819	12668VAA7	USD	4,690.72	INTEREST	9/24/2008	CWHEQ HOME EQUITY LOAN TRUST
Stonehill Institutional Partners LP	732-40126	September-08	5194848	12668VAA7	USD	38,456.75	INTEREST	8/29/2008	CWHEQ HOME EQUITY LOAN TRUST
Stonehill Institutional Partners LP	732-40126	September-08	5194848	12668VAA7	USD	3,265.31	INTEREST	8/29/2008	CWHEQ HOME EQUITY LOAN TRUST
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	19,050.32	INTEREST	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	93,359.41	INTEREST	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	114,186.53	INTEREST	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	21,090.38	INTEREST	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	94,160.30	PAYDOWN	9/24/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	7,734.86	INTEREST	9/24/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	20,088.00	INTEREST	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	10,273.49	INTEREST	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	236,020.67	PAYDOWN	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	90,838.31	INTEREST	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	15,168.82	INTEREST	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	95,690.50	PAYDOWN	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	3,714.07	INTEREST	8/29/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	20,524.35	DIVIDEND	9/15/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	35,640.00	INTEREST	9/15/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	12,652.50	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	67,906.16	FULL CALL	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	144,365.96	FULL CALL	10/10/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	126,771.26	FULL CALL	10/10/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	167,099.00	FULL CALL	10/10/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	142,031.25	INTEREST	10/10/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	10,462.50	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	17,190.60	DIVIDEND	9/25/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	110,180.00	INTEREST	10/10/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	11,495.70	DISTRIBUTION	10/14/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	97,632.31	DISTRIBUTION	10/14/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	142,530.26	DISTRIBUTION	10/14/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	65,777.00	DISTRIBUTION	10/22/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	6,783.06	PAYDOWN	10/22/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	21,380.03	INTEREST	10/23/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	45,062.91	PAYDOWN	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	35,809.15	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	12,809.25	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	31,955.65	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	11,840.15	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	32,569.00	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	38,456.72	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	22,344.71	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES
Stonehill Institutional Partners LP	732-40126	September-08	588Q726	36186LAB9	USD	93,359.47	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES

EXHIBIT D FOR STONEHILL INSTITUTIONAL PARTNERS LP

Stonehill Institutional Partners LP	732-40126	October-08	58BQ1Z9	361861AD5	USD	114,186.39	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES 2007-HEZ CLASS A4 6.42400% 12/15/2037 361861AD5
Stonehill Institutional Partners LP	732-40126	October-08	58BQ1Y6	361861AG8	USD	21,090.38	INTEREST	9/30/2008	GMACM HOME EQUITY LN TR SERIES 2007-HEZ CLASS A6 6.24900% 12/15/2037 361861AG8
Stonehill Institutional Partners LP	732-40126	October-08	58BKVN8	36186KAD7	USD	20,088.00	INTEREST	9/30/2008	GMACM HOME EQUITY LOAN TRUST MTGPC/SERIES 2007-HEJ A-A-YAR 3.95200% 08/25/2037 36186KAD7
Stonehill Institutional Partners LP	732-40126	October-08	5811557	380127AD4	USD	10,273.50	INTEREST	9/30/2008	GMACM HOME EQUITY LOAN TRUST MTGPC/SERIES 2006-HEJ A-A-YAR RATE DUE 10/25/2036 6.088 REG INT ON 2025000 BND REC 09/30/08 PAY 10/25/08
Stonehill Institutional Partners LP	732-40126	October-08	58CLLC0	69337VAB4	USD	342,593.55	PAYDOWN	9/30/2008	PIH MORTGAGE TRUST SER 2007-SL1 CLASS TAGS 144A 6.60000% 12/25/2037 69337VAB4
Stonehill Institutional Partners LP	732-40126	October-08	58CLLC0	69337VAB4	USD	89,560.36	INTEREST	9/30/2008	PIH MORTGAGE TRUST SER 2007-SL1 CLASS TAGS 144A 6.60000% 12/25/2037 69337VAB4
Stonehill Institutional Partners LP	732-40126	October-08	5106441	76110VTD0	USD	15,172.14	INTEREST	9/30/2008	RESIDENTIAL FDC MTG SEC II IN SERIES 2006-HSA1 CLASS A-3.5 19000% 02/25/2036 76110VTD0
Stonehill Institutional Partners LP	732-40126	October-08	58BNNID6	55765AAN1	USD	88,150.56	INTEREST	10/24/2008	MAC CAPITAL LTD SER 2007-1 CL B-2L 144A/CCT RND 7043 07/26/2023
Stonehill Institutional Partners LP	732-40126	October-08	5504979	247361VM7	USD	35,820.13	INTEREST	10/24/2008	DELTA AIR LINES INC DEL EQUIP TR CTF SER 1990 D 10.33000% 03/26/2049 247361VM7
Stonehill Institutional Partners LP	732-40126	October-08	5649514	247361VL9	USD	15,836.71	INTEREST	10/24/2008	DELTA AIR LINES INC DEL EQUIP TR CTF SER 1990 D 10.33000% 03/26/2049 247361VL9
Stonehill Institutional Partners LP	732-40126	October-08	5084588	247361VU9	USD	24,533.86	INTEREST	10/24/2008	DELTA AIR LINES INC DEL EQUIP TR CTF SER 1990 B 10.79000% 03/26/2014 247361VU9
Stonehill Institutional Partners LP	732-40126	October-08	5451783	247361VW5	USD	30,102.19	INTEREST	10/24/2008	DELTA AIR LINES INC DEL EQUIP TR CTF SER 1990 D 10.79000% 03/26/2014 247361VW5
Stonehill Institutional Partners LP	732-40126	October-08	M017061	55291M202	USD	13,180.81	INTEREST	10/29/2008	MAC CAPITAL LLC COMBINATION SECS MEMBERSHIP
Stonehill Institutional Partners LP	732-40126	October-08	M017061	55291M202	USD	241,366.99	INTEREST	10/29/2008	MAC CAPITAL LLC COMBINATION SECS MEMBERSHIP
Stonehill Institutional Partners LP	732-40126	October-08	DAL	DAL	USD	6.63	CASH IN LIEU	10/31/2008	DELTA AIR LINES INC DEL COM NEW
Stonehill Institutional Partners LP	732-40126	November-08	5986867	XS0282003820	GBP	132,574.91	INTEREST	10/31/2008	LUXFER HOLDINGS PLC 11.83100% 02/06/2012 G5698WAD0
Stonehill Institutional Partners LP	732-40126	November-08	5341424	U12605AD6	EUR	18,681.13	INTEREST	11/14/2008	CIT GROUP INC EURO MEDIUM TERM NOTE 3.3050% 5/13/2009 U12605AD6
Stonehill Institutional Partners LP	732-40126	November-08	5446109	U29302AH6	USD	12,200.65	REDEMPTION	10/28/2008	ENRON CORP 0.71000% 12/31/2049 U29302AH6
Stonehill Institutional Partners LP	732-40126	November-08	5277207	XS0108379711	USD	9,425.85	PAYDOWN	10/29/2008	PSINET INC EURO SERIES 10.5000% 12/01/2006
Stonehill Institutional Partners LP	732-40126	November-08	5253609	69363VAD9	USD	8,229.57	PAYDOWN	10/29/2008	PSINET INC SER EUR SR NOTES *IN DEFAULT* 11.00000% 08/01/2009 69363VAD9
Stonehill Institutional Partners LP	732-40126	November-08	5143662	CA37047ZBM01	CAD	177,404.17	INTEREST	11/21/2008	GENERAL MOTORS ACCEPTANCE CORP OF CANADA LTD 4.72143% 05/22/2009 37047ZBM01
Stonehill Institutional Partners LP	732-40126	October-08	5143445	U12605AB4	USD	22,532.99	INTEREST	10/27/2008	COUNTRYWIDE ASSET BK CERT SERIES 2006-2M CLASS A3 5.65000% 03/25/2034 12605AB4
Stonehill Institutional Partners LP	732-40126	December-08	5114345	U12605AB4	USD	22,192.50	INTEREST	12/12/2008	CIT GROUP INC EURO MEDIUM TERM NOTE RND 5.30 12/15/2008
Stonehill Institutional Partners LP	732-40126	December-08	5115750	XS0202202064	GBP	196,875.00	INTEREST	12/12/2008	GMAC INTL FINANCE BV EURO MEDIUM TERM NOTE RND 6.375% 10.8.375% 06/30/2010 76113BAF6
Stonehill Institutional Partners LP	732-40126	December-08	5259929	76113BAF6	USD	430,475.00	INTEREST	12/29/2008	RESIDENTIAL CAP CORP NT 6.375% 10.8.375% 06/30/2010 76113BAF6
Stonehill Institutional Partners LP	732-40126	December-08	5259929	76113BAF6	USD	835,285.88	TENDER PAYMENT	12/31/2008	RESIDENTIAL CAP CORP NT 6.375% 10.8.375% 06/30/2010 76113BAF6
Stonehill Institutional Partners LP	732-40126	December-08	5214345	U12605AB4	GBP	807,000.00	MATURITY	12/31/2008	CIT GROUP INC EURO MEDIUM TERM NOTE RND 5.30 12/15/2008
Stonehill Institutional Partners LP	732-40126	December-08	5515750	XS0202202064	GBP	3,150,000.00	MATURITY	12/31/2008	GMAC INTL FINANCE BV EURO MEDIUM TERM NOTE RND 6.25 12/15/2008
Stonehill Institutional Partners LP	732-40126	December-08	58CSLJ0	XS0294277966	USD	131,570.23	DISTRIBUTION	12/22/2008	VICTORIA STANFIELD EURO MEDIUM TERM NOTE 4.835% 03/28/2008 G8439CAN0
Stonehill Institutional Partners LP	732-40126	January-09	58CSLJ0	XS0294277966	USD	7,163.56	DISTRIBUTION	1/6/2009	VICTORIA STANFIELD EURO MEDIUM TERM NOTE 4.835% 03/28/2008 G8439CAN0
Stonehill Institutional Partners LP	732-40126	October-08	5197153	247361VK1	USD	29,272.65	INTEREST	10/24/2008	DELTA AIR LINES INC DEL 144A 10.33% 03/26/2006 247361VK1
Stonehill Institutional Partners LP	732-40126	October-08	5358558	4006519A1	USD	60,940.09	DISTRIBUTION	10/22/2008	ESCROW GUANGDONG INTL TR & INVT 144A-IN DEFAULT 6.75% 11/15/2020 4006519A1
Stonehill Institutional Partners LP	732-40126	January-09	5262134	98141AAD3	USD	7,661.09	DISTRIBUTION	10/22/2008	WORLD ACCESS INC DTD 12/08/1999 13.250% 01/15/2008 CALLABLE IN DEFAULT
Stonehill Institutional Partners LP	732-40126	January-09	5262134	98141AAD3	USD	212,399.75	DISTRIBUTION	10/22/2008	WORLD ACCESS INC DTD 12/08/1999 13.250% 01/15/2008 CALLABLE IN DEFAULT
Running Total									
USD	6,291,314.60								
GBP	4,908,677.21								
EUR	18,681.13								
CAD	177,404.17								

SI EXHIBIT E

STONEHILL INSTITUTIONAL PARTNERS LP

WIRES ON PRIVATE INSTRUMENTS THAT WERE MISDIRECTED TO LBI

ACCOUNT	CURRENCY	AMOUNT	DATE	DESCRIPTION
732-40126	EUR	51,025.28	9/8/2008	Damovo wire from BNY Mellon
732-40126	USD	110,799.31	9/11/2008	Gitic wire from Bank of America
732-40126	USD	37,339.32	9/19/2008	WCI Bank Debt wire from Bank of America
732-40126	USD	551.62	10/1/2008	Capmark wire from Citibank
732-40126	USD	4,216.67	11/28/2008	Murray Energy wire from Goldman Sachs
732-40126	USD	46,587.48	11/28/2008	Murray Energy wire from Goldman Sachs
732-40126	USD	19,592.96	12/31/2008	Entegra 2nd Lien Wire from Lehman CP

			CURRENT EXCH RATE	
TOTAL	EUR	51,025.28	1.35	68,731.05
TOTAL	USD	219,087.36	1.00	219,087.36
TOTAL	AS CONVERTED			287,818.41 a)

a) Note: Currencies are converted to USD only for the purpose of tallying a rough dollar amount due. Stonehill is not aware of the LBI estate's policies regarding converting foreign wires, the date used for conversion, or whether foreign wires will be delivered in original currency.

page 1 of 2

BMR56

LEHMAN BROTHERS

For the period 08/30/2008 to 09/30/2008

STONEHILL INSTITUTIONAL
PARTNERS LP

SI Exhibit F page 2 of 2

Base Currency : USD
Account Number : 732-40126 H81

Monthly Activity (1)

MOVEMENTS OF FUNDS Settlement Date Transaction

Description Amount

09/12/2008	TFR TO ACCT 732-40125-1	(166,163.22)
09/12/2008	FRM CMDY TO STK	1,853,105.73
09/12/2008	INWIRE RF# 021000021 JERSEY CITY NJ	4,820,000.00
09/12/2008	INWIRE RF# 021000021 JERSEY CITY NJ	4,430,000.00
09/12/2008	REF # 9N41338	4,990.67
09/15/2008	INWIRE RF#0217826 0008 DMAN SACHS CO ATT BANK RECO STONEHILL INSTITUTIONAL PARTN	8,724.16
09/15/2008	INWIRE RF# 021000021 HOUSTON TX 77002 1111 SANNIN ST 10TH FLOOR	17,602.82
09/15/2008	PAID BY WIRE WIRE PAYMENT TD 09/12/08 SD	(103,000,000.00)
09/16/2008	INWIRE RF#0311337 0008 (02) NORTHWEST AIRL INES 66727 CITIUS33	240,545.45
09/16/2008	TFR TO ACCT 732-41223-2	(2,178,724.46)
09/16/2008	PAID BY WIRE WIRE PAYMENT TD 09/16/08 SD	(12,000,000.00)
09/17/2008	TFR TO ACCT 732-41223-1	(4,500,000.00)
09/17/2008	REF # 9N44323	(919,994.61)

SI Exhibit G
page 1 of 1

LEHMAN BROTHERS

For the period 08/01/2008 to 08/29/2008

STONEHILL INSTITUTIONAL
PARTNERS LP

Base Currency : USD
Account Number : 732-40126 H81

Monthly Activity (1)

PURCHASES & SALES			Settlement Date	Transaction	Quantity	Description	Price	Amount
(Continued)								
			08/11/2008	SOLD SHORT	270,000	UNSOLICITED TMS0870670870202519TMS PLUS 406.62 COMM	2.2065	595,157.31
						***BARRATT DEVELOPMENTS PLC AVERAGE PRICE UNSOLICITED SHORT. TMS-REF200808060073761 TMS0870670870073761TMS 305,569.29 GBP TOTAL		
			08/11/2008	SOLD SHORT	270,000	***BARRATT DEVELOPMENTS PLC AVERAGE PRICE UNSOLICITED SHORT. TMS-REF200808110131089 TMS0871170870131089TMS 305,569.29 GBP TOTAL	2.2065	595,157.31
			08/12/2008	SOLD	1,830	ALLIANCE DATA SYSTEM CORP UNSOLICITED TMS0870770870182498TMS LESS 36.60 COMM 0.67 FEE	64.5610	118,109.36
			08/12/2008	BOUGHT	17,550	ACACIA RESEARCH - ACACIA TECHNOLOGIES UNSOLICITED TMS0870770870176162TMS PLUS 526.50 COMM	4.1589	(73,515.20)
			08/12/2008	BOUGHT	4,000,000	***MAC CAPITAL LLC COMBINATION SECS MEMBERSHIP INT UNSOLICITED TMS0871170870044490TMS PLUS 0.00 COMM CHARGED BY CHSE	.3275	(1,310,000.00)

LEHMAN BROTHERS INC

TRADE CONFIRMATION

To: Stonehill Institutional Partners, L.P.
Contact: Steve Nelson
Tel No.: 212-739-7470
Fax No.: 212-838-2291
Email: snelson@stonehillcap.com

From: Lehman Brothers Inc.
Contact: Denise Rosselli
Tel No.: 212-526-1490
Fax No.: 646-758-4993
Email: drossell@lehman.com

Trade Confirmations: Jessica Markowitz
Tel. No.: 212-526-1490
Fax No.: 646-758-4993
Email: Jessica.markowitz@lehman.com

We are pleased to confirm the following transaction (the "Transaction"):

Trade Date: March 27, 2008

Seller: Stonehill Institutional Partners, L.P., as Principal

Buyer: Lehman Brothers Inc., as Principal

Issuer: US Power Generating Company

Quantity: 6,400 Class A Shares issued under Certificate of Incorporation (as amended or amended and restated from time to time, the Certificate of Incorporation) of US Power Generating Company, a Delaware corporation

Purchase Price: \$28.00 per Unit

Other terms:

1. Buyer and Seller agree that the Transaction shall be subject to the transfer requirements set forth in the Certificate of Incorporation; it being understood and agreed that Buyer shall cooperate in all reasonable respects with Seller to cause the Transaction to satisfy such requirements;
2. Buyer and Seller agree to execute and deliver any necessary documentation required pursuant the Certificate of Incorporation (the "Certificate") or by counsel to the Issuer (including, without limitation, in the case of Buyer, a Rule 144A Certificate, Regulatory Certificate and if applicable, a Confidentiality Agreement and, in the case of both parties, a NASD Transfer Form and Letter Agreement with respect to Section 1(b)(1) of Article Five of the Certificate), in order to effect the Transaction.
3. All dividends, payments or any other distributions made on or after the Trade Date are for the Buyer's account.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of *Jessica Markowitz* at the following e-mail address: Jessica.markowitz@lehman.com.

If you have any questions, please contact *Jessica Markowitz* at 212-526-7598.

2

LEHMAN BROTHERS INC.

Stonehill Institutional Partners, L.P.

By: 

By: 

Name: MARTHA G. MARTINEZ
Title: AUTHORIZED SIGNATORY

Name: Steven D. Nelson

Title: CFO

Date: _____

Date: 4/3/08

LEHMAN BROTHERS INC

TRADE CONFIRMATION

To: Stonehill Offshore Partners Limited
Contact: Steve Nelson
Tel No.: 212-739-7470
Fax No.: 212-838-2291
Email: snelson@stonehillcap.com

From: Lehman Brothers Inc.
Contact: Denise Rosselli
Tel No.: 212-526-1490
Fax No.: 646-758-4993
Email: drossell@lehman.com

Trade Confirmations: Jessica Markowitz
Tel. No.: 212-526-1490
Fax No.: 646-758-4993
Email: Jessica.markowitz@lehman.com

We are pleased to confirm the following transaction (the "Transaction"):

Trade Date: March 27, 2008
Seller: Stonehill Offshore Partners Limited, as Principal
Buyer: Lehman Brothers Inc., as Principal
Issuer: US Power Generating Company
Quantity: 8,730 Class A Shares issued under Certificate of Incorporation (as amended or amended and restated from time to time, the Certificate of Incorporation) of US Power Generating Company, a Delaware corporation
Purchase Price: \$28.00 per Unit

Other terms:

1. Buyer and Seller agree that the Transaction shall be subject to the transfer requirements set forth in the Certificate of Incorporation; it being understood and agreed that Buyer shall cooperate in all reasonable respects with Seller to cause the Transaction to satisfy such requirements;
2. Buyer and Seller agree to execute and deliver any necessary documentation required pursuant the Certificate of Incorporation (the "Certificate") or by counsel to the Issuer (including, without limitation, in the case of Buyer, a Rule 144A Certificate, Regulatory Certificate and if applicable, a Confidentiality Agreement and, in the case of both parties, a NASD Transfer Form and Letter Agreement with respect to Section 1(b)(1) of Article Five of the Certificate), in order to effect the Transaction.
3. All dividends, payments or any other distributions made on or after the Trade Date are for the Buyer's account.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Jessica Markowitz** at the following e-mail address: Jessica.markowitz@lehman.com.

If you have any questions, please contact **Jessica Markowitz** at 212-526-7598.

2

LEHMAN BROTHERS INC.

Stonehill Offshore Partners Limited

By: 

By: 

Name: MARTHA G. MARTINEZ
Title: AUTHORIZED SIGNATORY

Name: Steven D. Nelson

Title: CEO

Date: _____

Date: 4/2/08

SI Exhibit - H(6)

MARGIN SUMMARY

COB

9-19-08

page 1 of 3

940-86785 STONEHILL INST PARTNERS LP COB 9-19-08

TOTAL COLLATERAL

TOTAL LMV TYPE 1 LONG POSITIONS (ELIGIBLE FOR DELIVERY)
TOTAL LMV TYPE 2 LONG POSITIONS (ELIGIBLE FOR DELIVERY)
TYPE 1 CREDIT BALANCE

0.00
0.00
305,020.80
305,020.80

TOTAL COLLATERAL

TOTAL EXPOSURES

TOTAL MKT VALUE TYPE 1 SHORT POSITION

423,640.00
423,640.00

TOTAL EXPOSURES

← 118,619.20
if copy is not legible

TOTAL VALUE OF POSITIONS AVAILABLE FOR DELIVERY
TOTAL CASH VALUE AVAILABLE FOR PAYMENT

0.00
0.00

**Note: Proceeds generated from the close out of shorts will result in a cash in lieu claim

21

page 2 of 3

TYPE 1
SHORT POSITION

Acct Num Acct Type TD Pos SD Pos Description
94036785 01 -15,130 0 US POWER GENERATING COMPANY

Symbol CUSIP Coupon Maturity Date CCY Mkt Price CCY CCY Mkt Value USD Mkt Value House Req.(USD)
NULL XGN385811 0 0 0 0 127,002

Status
REST

BMR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 220574	
940-86785 RR: 945 STONEHILL INST PARTN		CURR-CODE: 000					
TC		BALANCES					
15		OPEN T/D BAL		CLOSE S/D BAL		MARKET VALUE	
		305,020.80-		00.00		423,640-	
		CLOSE T/D BAL				DLA	
		305,020.80-				05/27/08	
		ACTIVITY					
NO ACTIVITY FOR THIS ACCOUNT							
		POSITIONS					
TC LDA		LONG/SHORT(-) SECURITY DESCRIPTION		CUSTP/SEC			
15 020209		15,130.0000- US POWER GENERATING COMPANY		XX9N385810			
FROZEN FUNDS		423,640.00-		9N38581			
		TOTALS					
TOT MW		423,640- OLD SMA		PRICE		MARGIN REQUIREMENT	
EQUITY		118,619- LIQ EQT		0.00000H		127,092 MM	
CSH AV		0 BUYING P					
				MARKET VALUE		0	
						0 SMA CHANGE	
						0 NEW HSE CALL	
						0 NYSE OPT REQ	

SI Exhibit H(c)

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EquityMSG

1<GO>DEL 2<GO>REPLY 3<GO>FWD 11<GO>NEXT 12<GO>PREV 99<GO>OPTIONS

Page 1 / 2

1/23 8:50:20

From: JAY COYLE (MERRILL LYNCH/NY,WFC)

Subject: PROJECT ENERGY BANK DEBT -

No Attachments



FIRST DAY AT BANK OF AMERICA

Cell:(917)699-9191

ENERGY PROJECT BANK DEBT

ANP TL A	92 - 94	3x3	LA PALOMA 1ST	71 - 73 $\frac{1}{2}$	3x
ANP TL B	89 - 91	3x3	LA PALOMA 2ND	59 - 63	2x2
BOSTON GEN 1ST	62 $\frac{1}{4}$ - 64 $\frac{1}{4}$	5x3	LIBERTY ELEC 1ST	75 - 80	
BOSTON GEN 2ND	26 $\frac{1}{2}$ - 31 $\frac{1}{2}$	2x2	LIBERTY ELEC MEZZ	50 - 55	
BOSTON GEN MEZZ	7 - 12	2x2	LONGVIEW STRIP	70 - 72	P/B
US POWER EQUITY	6.00 - 7.50	50kx75k	MACHGEN 2ND	60 - 62	3x3
BOSQUE TERM	65 - 70	3x	MACHGEN UNITS	90 - 130	5kx5k
ENTEGRA 2ND LIEN	71 - 72 $\frac{1}{2}$	3x3	TENASKA 1ST	88 - 90	
ENTEGRA 3RD LIEN	33 - 35	3x3	TENASKA 2NDS	62 - 65	2x2
ENTEGRA EQUITY	3.00 - 4.00	75x75	ASTORIA 1ST	84 $\frac{1}{2}$ - 86	
KELSON 1ST	78 - 81	3x2	ASTORIA 2NDS	71 - 74	P/S
KELSON 2ND	47 $\frac{1}{2}$ - 51 $\frac{1}{2}$	5x5			
KELSON MEZZ	27 - 37				



8/15/2008	Total Qty	Off	SI		Total Cost	Off	SI
Original trade	55,000	25,300	29,700		41,402.00	19,045.00	22,357.00
Unsettled	14,000	6,440	7,560		10,539	4,847.82	5,690.87
	25.45%				25.45%		
Corrected	41,000	18,860	22,140		30,863	14,197.18	16,666.13
8/20/2008							
Original trade	60,500	27,830	32,670		46,029	21,173.00	24,856.00
Unsettled	45,500	20,930	24,570		34,617	15,923.50	18,693.36
	75.21%				75.21%		
Corrected	15,000	6,900	8,100		11,412	5,249.50	6,162.64
Pre-adj	7,654,640	5,490,156	2,164,484		5,663,502.66	3,974,221.71	1,689,280.95
Adjustments		(27,370)	(32,130)			(20,771.31)	(24,384.23)
New	7,595,140	5,462,786	2,132,354		5,618,347.12	3,953,450.40	1,664,896.72
Cash Adj on unsettled	CAD		↓	Rate	USD		
8/15/2008	11,193.00	5,148.78	6,044.22	0.94154			
8/20/2008	36,818.60	16,936.56	19,882.04	0.94020			
Claim on Exhibit # I	48,011.60	22,085.34	25,926.26				
CUSIP # 989139100							

page 1 of 3

Stonehill Institutional Exhibit J

FX Forward Adj

9/19/2008

		Institutional			
FX	Due Date	Qty	Cost	Price	Unrealized
CAD	5/26/09	(6,650,000)	(6,443,798.45)	0.9510046	119,617.71
CAD	5/26/09	(6,480,000)	(6,309,332.55)	0.9510046	146,822.60
CHF	12/29/08	(19,000,000)	(18,399,264.03)	0.9103138	1,103,301.99
Euro	12/29/08	(9,000,000)	(13,641,480.00)	1.4439997	645,482.70
Euro	6/24/09	(4,114,500)	(6,321,929.25)	1.4326946	427,107.32
GBP	9/22/08	(3,900,000)	(7,704,450.00)	1.8357450	545,044.50
GBP	12/22/08	(6,000,000)	(11,831,400.00)	1.8262393	873,964.20
GBP	3/26/09	(3,000,000)	(5,787,600.00)	1.8152082	341,975.40
GBP	6/24/09	(6,000,000)	(11,552,700.00)	1.8061452	715,828.80
			(87,991,954.28)	(83,072,809.06)	4,919,145.22

TOTAL 4,919,145.22

Exhibit J
page 2 of 3

LEHMAN BROTHERS INC
745 7TH AVE
NY 10019

**FUTURES/FOREIGN EXCHANGE
CONFIRMATION**

STONEHILL INSTITUTIONAL PART LP
885 THIRD AVE, 30TH FLR
NEW YORK, NY 10022-4834

SEP 22, 2008	
IR NUMBER	ACCOUNT
099	23040126
Page 2	

US NON-SEGREGATED ACCOUNT

FOREIGN EXCHANGE OPEN POSITIONS						
Date	B/S	Base Currency	Maturity	Currency Pair	Counter Amount	Rate
					Total FX Long Option value	Net Present Value
					Total FX Short Option Value	OCR* USD
					Net FX Option Value	OCR* USD

Foreign Exchange Position Delta Summary				
Curr	Notional	USD Equivalent	Delta Notional	Delta USD Equiv
EUR	13,114,500.00DB	18,890,819.23DB	13,114,500.00DB	18,890,819.23DB
GBP	15,000,000.00DB	27,239,931.60DB	15,000,000.00DB	27,239,931.60DB
CAD	13,130,000.00DB	12,486,690.69DB	13,130,000.00DB	12,486,690.69DB
CHF	19,000,000.00DB	17,295,962.04DB	19,000,000.00DB	17,295,962.04DB
Sum of the Absolute Values:		75,913,403.56		75,913,403.56

MARGIN REQUIREMENT SUMMARY			
Margin Requirement	Initial	Equity Excess/Deficit	Margin Call/Excess
BP	OCR	3,900,000.00DB	3,900,000.00DB
PY	CR	CR	CR
SD	3,738,916.79DB	7,704,450.00CR	3,965,533.21CR
Total Value in Base Currency			
SD	3,738,916.79DB	545,044.50CR	3,193,872.29DB

ACCOUNT VALUE SUMMARY						
Account Balance	Unrealized G/L on Futures	Net Present Value on Forwards	Net Option Value	Collateral Market Value	Net Liquidating Value	
BP	3,900,000.00DB	OCR	OCR	OCR	3,900,000.00DB	
PY	CR	CR	CR	CR	CR	
SD	7,704,450.00CR	OCR	4,311,956.94CR	OCR	12,016,406.94CR	
Total Value in Base Currency						
SD	545,044.50CR	OCR	4,311,956.94CR	OCR	4,857,001.44CR	

CURRENCY CONVERSION RATES		
Base Currency - USD		
POUND STG	GBP	1.8357450
J YEN	JPY	107.0700000



LEHMAN BROTHERS INC
745 7TH AVE
NY 10019

Exhibit J
page 3 of 3

STONEHILL INSTITUTIONAL PART LP
885 THIRD AVE, 30TH FLR
NEW YORK, NY 10022-4834

**FUTURES/FOREIGN EXCHANGE
CONFIRMATION**

SEP 22, 2008	
IR NUMBER	ACCOUNT
099	23040126
Page 1	

US NON-SEGREGATED ACCOUNT

----- OPENING ACCOUNT BALANCES -----

POUND STG	0CR
J YEN	CR
US DOLLAR	0CR

----- FOREIGN EXCHANGE SETTLEMENTS -----

Date	B/S	Base Currency	Maturity	Currency Pair	Counter Amount	Rate	Net Present Value
------	-----	---------------	----------	---------------	----------------	------	-------------------

The settlement amounts shown below are reflected in the closing cash balance for each currency.

9/19/07 S	3,900,000.00DB	22SEP08	GBP/USD	7,704,450.00CR	TYPE	1.9755000	
-----------	----------------	---------	---------	----------------	------	-----------	--

----- CLOSING ACCOUNT BALANCES -----

POUND STG	3,900,000.00DB*
YEN	CR*
US DOLLAR	7,704,450.00CR*

----- FOREIGN EXCHANGE OPEN POSITIONS -----

Date	B/S	Base Currency	Maturity	Currency Pair	Counter Amount	Rate	Net Present Value
------	-----	---------------	----------	---------------	----------------	------	-------------------

3/24/08 S	9,000,000.00DB	29DEC08	EUR/USD	13,641,480.00CR	TYPE	1.5157200	639,862.62CR USD
				Net Present Value			639,862.62CR* USD
				Undiscounted MTM		1.4439997	645,482.70CR* USD
6/20/08 S	4,114,500.00DB	24JUN09	EUR/USD	6,321,929.25CR	TYPE	1.5365000	416,651.54CR USD
				Net Present Value			416,651.54CR* USD
				Undiscounted MTM		1.4326946	427,107.32CR* USD
2/19/07 S	6,000,000.00DB	22DEC08	GBP/USD	11,831,400.00CR	TYPE	1.9719000	866,930.35CR USD
				Net Present Value			866,930.35CR* USD
				Undiscounted MTM		1.8262393	873,964.20CR* USD
3/24/08 S	3,000,000.00DB	26MAR09	GBP/USD	5,787,600.00CR	TYPE	1.9292000	336,014.78CR USD
				Net Present Value			336,014.78CR* USD
				Undiscounted MTM		1.8152082	341,975.40CR* USD
1/20/08 S	6,000,000.00DB	24JUN09	GBP/USD	11,552,700.00CR	TYPE	1.9254500	698,304.99CR USD
				Net Present Value			698,304.99CR* USD
				Undiscounted MTM		1.8061452	715,828.80CR* USD
1/10/08 B	6,309,332.55CR	26MAY09	USD/CAD	6,480,000.00DB	TYPE	1.0270500	143,547.46CR USD
1/31/08 B	6,443,798.45CR	26MAY09	USD/CAD	6,650,000.00DB	TYPE	1.0320000	116,949.42CR USD
it	12,753,131.00CR*			13,130,000.00DB*			
				Net Present Value			260,496.88CR* USD
				Undiscounted MTM		1.0515196	280,167.21CR* CAD
1/20/08 B	18,399,264.03CR	29DEC08	USD/CHF	19,000,000.00DB	TYPE	1.0326500	1,093,695.78CR USD
				Undiscounted MTM In Base			266,440.31CR* USD
				Net Present Value			1,093,695.78CR* USD
				Undiscounted MTM		1.0985223	1212,001.84CR* CHF
				Undiscounted MTM In Base			1103,301.99CR* USD

Total FX Forward NPV	4,311,956.94CR* USD
Total FX Undiscounted MTM	4,374,100.72CR* USD

----- CONTINUED ON NEXT PAGE -----

EXHIBIT C

Internal ID	CUSIP	Description	Orig Date	Issue Date	Term	Rate	Yield	Price	Accrued Interest	SI MV on filing date	SI MV on transfer date	SI P&L	total					
KGENY	49373X103	KGEN PWR CORP COM 144A	0.0000	15.0000	15.0000	1.0000	1.0000	USD	1.0000	2,778,868.00	40,783,020.00	27,188,680.00	(13,594,340.00)	1,866,236.00	27,993,540.00	18,662,360.00	(9,331,180.00)	(22,925,520.00)
5489304	92923CAG9	WCI COMMUNITIES INC GTD SENIOR SUB NOTE 9.125% 5/1/2012 92923CAG9	39.0000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	14,645,000.00	5,125,750.00	219,675.00	(4,906,075.00)	14,309,000.00	5,008,150.00	214,635.00	(4,793,515.00)	(9,699,590.00)
BTDPF	0081180	BARRATT DEVELOPMENTS PLC	2.5983	1.8671	2.5983	1.0000	1.0000	USD	1.0000	2,179,878.00	5,663,992.27	1,810,960.19	(3,853,032.08)	2,569,067.00	6,675,224.77	2,134,283.69	(4,540,941.08)	(8,393,973.16)
ABVT	00374N107	ABOVENET INC	56.5000	58.0000	56.5000	1.0000	1.0000	USD	1.0000	392,902.00	22,198,963.00	18,073,492.00	(4,125,471.00)	372,301.00	21,035,006.50	17,125,846.00	(3,590,160.50)	(8,034,631.50)
5337735	92923CAP9	WCI CMNTYS INC SR SUB NT 6.625% 3/15/2015 92923CAP9	41.0000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	13,105,000.00	4,586,750.00	196,575.00	(4,390,175.00)	10,345,000.00	3,620,750.00	155,175.00	(3,465,575.00)	(7,855,750.00)
ADVNB	007942204	ADVANTA CORP-CL B NON-VTG	8.5800	8.2300	8.5800	1.0000	1.0000	USD	1.0000	951,658.00	8,165,225.64	3,654,366.72	(4,510,858.92)	689,393.00	5,914,991.94	2,647,269.12	(3,267,722.82)	(7,778,581.74)
5214313	92923CAM6	WCI COMMUNITIES INC CONV SENIOR SUB NOTE 7.875% 10/1/2013 92923CAM6	38.5000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	19,560,000.00	6,846,000.00	2,934,000.00	(3,912,000.00)	15,978,000.00	5,592,300.00	2,396,700.00	(3,195,600.00)	(7,107,600.00)
RHDGF	2967879	RETAIL HOLDINGS N V	8.0000	8.5000	8.0000	1.0000	1.0000	USD	1.0000	1,341,254.00	10,730,032.00	6,706,270.00	(4,023,762.00)	386,878.00	3,095,024.00	1,934,390.00	(1,160,634.00)	(5,184,396.00)
HOV	442487203	HOVNANIAN ENTERPRISES INC-CL A	7.5700	7.9900	7.5700	1.0000	1.0000	USD	1.0000	402,500.00	3,046,925.00	756,700.00	(2,290,225.00)	472,500.00	3,576,825.00	888,300.00	(2,688,525.00)	(4,978,750.00)
5BDMKMR1	140661AD1	CAPMARK FINL GROUP INC SR NT FLT 10 3.74625% 5/10/2010 140661AD1	76.6720	65.0000	65.0000	0.0100	1.0000	USD	1.0000	7,625,000.00	4,956,250.00	2,821,250.00	(2,135,000.00)	8,255,000.00	5,365,750.00	3,054,350.00	(2,311,400.00)	(4,446,400.00)
5332712	N5639BAC2	SAIRGROUP FINANCE *IN DEFAULT* 6.625% 10/6/2010 N5639BAC2	0.0000	26.7085	26.7085	0.0100	1.0000	USD	1.0000	31,627,000.00	8,447,112.38	6,479,710.58	(1,967,401.80)	35,743,000.00	9,546,436.20	7,322,992.87	(2,223,443.33)	(4,190,845.13)
5B2GWGP4	76114EAE2	RESIDENTIAL CAP LLC SR SEC'D NT 8.50% 05/15/2010 76114EAE2	69.5000	55.0000	55.0000	0.0100	1.0000	USD	1.0000	26,875,000.00	14,781,250.00	12,900,000.00	(1,881,250.00)	26,475,000.00	15,641,250.00	12,708,000.00	(1,853,250.00)	(3,734,500.00)
M017061	55291M202	MAC CAPITAL LLC COMBINATION SECS MEMBERSHIP	0.0000	0.3200	0.3200	1.0000	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	9,656,000.00	3,089,920.00	0.00	(3,089,920.00)	(3,089,920.00)
ZARLF	989139100	ZARLINK SEMICONDUCTOR INC	0.6100	45.5000	0.6100	1.0000	1.0000	USD	1.0000	5,489,218.00	3,348,422.98	1,209,274.69	(2,139,148.29)	2,164,484.00	1,320,335.24	476,835.81	(843,499.43)	(2,982,647.72)
5225200	92923CAK0	WCI COMMUNITIES INC CONV 4% 8/5/2023 92923CAK0	38.0000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	6,769,000.00	2,369,150.00	1,006,888.75	(1,362,261.25)	6,410,000.00	2,243,500.00	953,487.50	(1,290,012.50)	(2,652,273.75)
5986867	XS0282003820	LUXFER HOLDINGS PLC 11.831% 02/06/2012 G5698WAD0	0.0000	142.1600	142.1600	0.0100	1.0000	USD	1.0000	2,179,193.00	3,097,940.77	1,881,776.74	(1,216,164.03)	2,308,621.00	3,281,935.61	1,898,881.35	(1,383,054.26)	(2,599,218.29)
ACTG	003881307	ACACIA RESEARCH - ACACIA TECHNOLOGIES	4.1300	3.0200	4.1300	1.0000	1.0000	USD	1.0000	521,695.00	2,154,600.35	1,064,257.80	(1,090,342.55)	612,425.00	2,529,315.25	1,249,347.00	(1,279,968.25)	(2,370,310.80)
CAL	210795308	CONTINENTAL AIRLINES INC-CL B	18.9500	15.8300	18.9500	1.0000	1.0000	USD	1.0000	301,044.00	5,704,783.80	4,633,067.16	(1,071,716.64)	343,356.00	6,506,596.20	5,284,248.84	(1,222,347.36)	(2,294,064.00)
5BBNND6	55265AAN1	MAC CAPITAL LTD SER 2007-1 CL B-2L 144A/3C7 7.0450% 7/26/2023 55265AAN1	0.0000	40.4600	40.4600	0.0100	1.0000	USD	1.0000	6,050,000.00	2,447,830.00	1,257,190.00	(1,190,640.00)	4,950,000.00	2,002,770.00	1,028,610.00	(974,160.00)	(2,164,800.00)
5196207	N5639BAA6	SAIR GROUP FINANCE B V *IN DEFAULT* 4.375% 8/6/2006 N5639BAA6	0.0000	26.7686	26.7686	0.0100	1.0000	USD	1.0000	23,417,000.00	6,268,397.51	5,222,198.79	(1,046,198.72)	19,357,000.00	5,181,593.31	4,100,776.01	(1,080,817.30)	(2,127,016.02)
5856846	904677AG6	UNIFI INC SR SC NT 11.5% R/MD 05/15/2014 904677AG6	90.5000	82.5000	82.5000	0.0100	1.0000	USD	1.0000	12,528,000.00	10,335,600.00	9,020,160.00	(1,315,440.00)	7,472,000.00	6,164,400.00	5,379,840.00	(784,560.00)	(2,100,000.00)
5SBBKLB4	XS0302940688	MAC CAPITAL LTD R/MD .000000001 07/24/2023 0% 7/24/2023 G5753NAB6	0.0000	0.3900	0.3900	1.0000	1.0000	USD	1.0000	6,500,000.00	2,535,000.00	756,600.00	(1,778,400.00)	0.00	0.00	0.00	0.00	(1,778,400.00)
LCC	90341W108	US AIRWAYS GROUP INC	7.8800	6.0300	7.8800	1.0000	1.0000	USD	1.0000	689,448.00	5,432,850.24	4,626,196.08	(806,654.16)	809,010.00	6,374,998.80	5,428,457.10	(946,541.70)	(1,753,195.86)
5BDHSQ5	85431AJM0	VICTORIA STANFIELD FIN LTD MEDIUM TERM NTS144A 3C7 0% 01/25/2008 85431AJM0	0.0000	42.0000	42.0000	0.0100	1.0000	USD	1.0000	4,600,000.00	1,932,000.00	575,000.00	(1,357,000.00)	5,400,000.00	2,268,000.00	1,890,000.00	(378,000.00)	(1,735,000.00)
ADVNA	007942105	ADVANTA CORP-CL A (FORMERLY COMMON)	7.2200	4.9300	7.2200	1.0000	1.0000	USD	1.0000	158,854.00	1,146,925.88	339,947.56	(806,978.32)	1,66,257.00	1,200,375.54	355,789.98	(844,585.56)	(1,651,563.88)
5128805	13134YAA5	CALPINE CONSTRUCTION FINANCE CO L P /CCFC FINANCE CORP 144A 11.6025% 08/26/2011 13134YAA5	107.5000	101.5000	101.5000	0.0100	1.0000	USD	1.0000	12,650,000.00	12,839,750.00	11,448,250.00	(1,391,500.00)	2,350,000.00	2,385,250.00	2,126,750.00	(258,500.00)	(1,650,000.00)
ADPAJ	00685R102	ADELPHIA RECOVERY TRUST SERIES ARAHOVA INT	0.4000	0.2500	0.4000	1.0000	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	5,301,739.00	2,120,695.60	636,208.68	(1,484,486.92)	(1,484,486.92)
5341743	112013AB3	BRODER BROS CO SR NOTE 11.25% 10/15/2010 112013AB3	67.5000	58.5000	58.5000	0.0100	1.0000	USD	1.0000	4,975,000.00	2,910,375.00	1,990,000.00	(920,375.00)	2,525,000.00	1,477,125.00	1,010,000.00	(467,125.00)	(1,387,500.00)
5262134	98141AAD3	WORLD ACCESS INC SENIOR NOTES- DEFAULT 13.25% 01/15/2008 98141AAD3	0.0000	3.2389	3.2389	0.0100	1.0000	USD	1.0000	67,826,000.00	2,196,799.10	2,034,780.00	(162,019.10)	58,995,000.00	1,910,774.00	727,667.55	(1,183,106.54)	(1,345,125.64)
POR	736508847	PORTLAND GENERAL ELECTRIC CO NEW	25.4700	23.6600	25.4700	1.0000	1.0000	USD	1.0000	1,147.00	29,214.09	22,641.78	(6,572.31)	233,431.00	5,945,487.57	4,607,927.94	(1,337,559.63)	(1,344,131.94)
5355724	XS0119591302	MULIALERAMIK FINANCE LTD SENIOR A VAR RATE 7.18750% 10/31/2007	0.0000	22.0000	22.0000	0.0100	1.0000	USD	1.0000	6,045,389.00	1,329,985.58	453,404.18	(876,581.40)	3,114,291.00	685,144.02	233,571.80	(451,572.19)	(1,328,153.59)
5325546	74972EAN8	RSL COMMUNICATIONS PLC GRD USS SR NT- *IN DEFAULT* 12.8750% 03/01/2010 74972EAN8	0.0000	4.2500	4.2500	0.0100	1.0000	USD	1.0000	18,635,000.00	791,987.50	234,987.35	(557,000.15)	24,550,000.00	1,044,375.00	309,575.50	(733,799.50)	(1,290,799.65)
5975781	852591AA4	STALLION OILFIELD SVCS LTD / CORP SR NT 144A 9.75% 02/01/2015 852591AA4	73.0000	65.0000	65.0000	0.0100	1.0000	USD	1.0000	2,475,000.00	1,608,750.00	940,500.00	(668,250.00)	2,025,000.00	1,316,250.00	769,500.00	(546,750.00)	(1,215,000.00)
5713396	666107AA5	NORTHERNSTAR NAT GAS INC SR NTS 144A 5% 05/15/2013 666107AA5	92.0000	30.0000	30.0000	0.0100	1.0000	USD	1.0000	11,694,343.00	3,508,302.90	2,923,585.75	(584,717.15)	11,694,343.00	3,508,302.90	2,923,585.75	(584,717.15)	(1,169,434.30)
FRCPF	359043106	FRONTERA COPPER CORPORATION	1.7774	1.1475	1.7774	1.0000	1.0000	USD	1.0000	880,395.00	1,564,815.83	532,110.74	(1,032,705.09)	93,300.00	165,840.49	56,393.54	(109,446.95)	(1,142,152.04)
5145204	74972EAC2	RSL COMMUNICATION PLC SR NTS- *IN DEFAULT* 9.1250% 03/01/2008 74972EAC2	0.0000	3.5000	3.5000	0.0100	1.0000	USD	1.0000	24,385,000.00	853,475.00	304,812.50	(548,662.50)	26,290,000.00	920,150.00	328,625.00	(591,525.00)	(1,140,187.50)
THBDL	88605P108	THUNDERBIRD RESORTS INC COM 144A	0.0000	5.0000	6.0000	1.0000	1.0000	USD	1.0000	244,444.00	1,466,664.00	855,554.00	(611,110.00)	200,000.00	1,200,000.00	700,000.00	(500,000.00)	(1,111,110.00)
RIG	H8817H100	TRANSOCEAN INC NEW	122.6900	109.8400	122.6900	1.0000	1.0000	USD	1.0000	9,200.00	1,128,748.00	633,696.00	(495,052.00)	10,800.00	1,325,052.00	743,904.00	(581,148.00)	(1,076,200.00)
5142263	XS0087917596	RSL COMMUNICATIONS GLOBAL USD- *IN DEFAULT* 10% 03/15/2008 G7703AAD7	0.0000	1.6000	1.6000	0.0100	1.0000	USD	1.0000	56,450,000.00	903,200.00	321,765.00	(581,435.00)	47,149,000.00	754,384.00	268,749.30	(485,634.70)	(1,067,069.00)
5BDNVY1	98951UAJ5	ZIFF DAVIS MEDIA INC SR SEC'D NT FLT'G RATE NEW 0% 05/01/2012 98951UAJ5	0.0000	83.0000	83.0000	0.0100	1.0000	USD	1.0000	2,294,000.00	1,784,000.00	1,376,400.00	(527,600.00)	2,150,000.00	1,290,000.00	494,500.00	(494,500.00)	(1,022,120.00)
5119025	12668DX1	CWHEQ HOME EQUITY LOAN TRUST MTGPC/SERIES 2006-S2 A-3-VAR 5.841% 07/25/2027 12668DX1	41.1849	41.0000	41.0000	0.0100	1.0000	USD	1.0000	9,200,000.00	3,772,000.00	3,312,000.00	(460,000.00)	10,800,000.00	4,428,000.00	3,888,000.00	(540,000.00)	(1,000,000.00)
ABVTZ	00374N123	WTS ABOVENET	31.0000	31.0000	31.0000	1.0000	1.0000	USD	1.0000	40,000.00	1,240,000.00	840,000.00	(400,000.00)	40,000.00	1,240,000.00	840,000.00	(400,000.00)	(800,000.00)
5943647	12668XAC9	COUNTRYWIDE ASSET-BACKED CTFS SERIES 2006-S8 CLASS A3 5.555% 04/25/2036 12668XAC9	52.7379	52.5346	52.5346	0.0100	1.0000	USD	1.0000	6,647,920.00	4,342,522.40	3,124,522.40	(367,934.43)	7,804,080.00	4,099,840.62	3,667,917.60	(431,923.02)	(799,857.45)
5143662	12668AC3	COUNTRYWIDE ASSET BK CERT SERIES 2006-2N CLASS A3 5.658% 03/25/2034 12668AC3	86.5816	54.0000	54.0000	0.0100	1.0000	USD	1.0000	4,070,000.00	2,197,800.00	1,831,500.00	(366,300.00)	4,780,000.00	2,581,200.00	2,151,000.00	(430,200.00)	(

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Exhibit

(A-31 - Institutional

ES Aviation LLC)

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THRSF	G88576106	THUNDERBIRD RESORTS INC NEW	6.6000	5.0000	6.6000	1.0000	1.0000	USD	1.0000	48,614.30	22,782,000.00	459,148.50	(11,677.50)	37,204.00	223,224.00	130,214.00	(93,010.00)	(206,687.50)
N009546	64007P111	WTS NEENAH ENTERPRISES INC	0.0000	0.0000	1.0000	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	(113,617.50)	57,444.00	91,910.40	5,744.40	(86,166.00)	(199,783.50)
CORE	218681104	CORE MARK HOLDING CO INC	26.8700	25.0900	26.8700	1.0000	1.0000	USD	1.0000	15,377.00	359,439.99	252,423.99	(107,016.00)	9,357.00	251,422.59	176,566.59	(74,856.00)	(181,872.00)
3450402	238259Z65	DAUPHIN CNTY PA GEN AUTH REV OFFICE & PKG-FORUM PL-SER A 6% 01/15/2025 238259Z65	0.0000	65.0000	65.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,295,000.00	841,750.00	666,018.50	(175,731.50)	(175,731.50)
DAL	247361702	DELTA AIR LINES INC DEL COM NEW	8.1300	7.4500	8.1300	1.0000	1.0000	USD	1.0000	591,804.00	4,811,366.52	4,693,005.72	(118,360.80)	262,805.00	2,136,604.65	2,084,043.65	(52,561.00)	(170,921.80)
5253291	358430AA4	FRIEDE GOLDMAN INTL INC SUB NT CV-IN DEFAULT 4.50% 09/15/2049 358430AA4	0.0000	4.7500	4.7500	0.0100	1.0000	USD	1.0000	52,619,000.00	2,499,402.50	2,367,855.00	(131,547.50)	15,677,000.00	744,657.50	705,465.00	(39,192.50)	(170,740.00)
5449492	CH0010348594	SAIR GROUP -IN DEFAULT 4.25% 02/02/2007 010645182	0.0000	13.7200	13.7200	0.0100	1.0000	USD	1.0000	795,000.00	109,074.00	104,408.30	(4,665.70)	12,000,000.00	1,646,400.00	1,501,044.95	(145,355.05)	(150,020.75)
5229955		PEREGRINE INVEST HOLDINGS LTD	0.0000	0.0145	0.0145	0.0100	1.0000	USD	1.0000	2,120,000,000.00	307,400.00	160,696.00	(146,704.00)	0.00	0.00	0.00	0.00	(146,704.00)
5BBPVH5	XS0301812557	GMAC BANK GMBH EURO MEDIUM TERM NOTE 5.75% 05/21/2010 N3592XB66	109.1440	92.3090	92.3090	0.0100	1.0000	USD	1.0000	920,000.00	849,242.80	784,430.64	(64,812.16)	1,080,000.00	996,937.20	920,853.36	(76,083.84)	(140,896.00)
5119024	126685DW3	CWHEQ HOME EQUITY LOAN TRUST MTGPC/SERIES 2006-S2 A-2-VAR 5.627% 07/25/2027 126685DW3	78.1854	68.0000	68.0000	0.0100	1.0000	USD	1.0000	2,150,000.00	1,462,000.00	1,397,500.00	(64,500.00)	2,525,000.00	1,717,000.00	1,641,250.00	(75,750.00)	(140,250.00)
5BFBFRQ5	9262G0AF6	VICTORIA FIN LTD 144A VR 090908-021709 0% 2/17/2009 9262G0AF6	65.0000	42.0000	42.0000	0.0100	1.0000	USD	1.0000	1,100,000.00	462,000.00	385,000.00	(77,000.00)	900,000.00	378,000.00	315,000.00	(63,000.00)	(140,000.00)
5497868	339130AX4	FLEMING COMPANIES INC SENIOR NOTES 9.25% 06/15/2010 339130AX4	0.0000	2.5000	2.5000	0.0100	1.0000	USD	1.0000	17,368,000.00	434,200.00	347,360.00	(86,840.00)	7,882,000.00	197,050.00	157,640.00	(39,410.00)	(126,250.00)
5BBKVC2	640071AR7	NEENAH CORP SR SECD NT 9.50% 01/01/2017 640071AR7	76.6250	72.0000	72.0000	0.0100	1.0000	USD	1.0000	460,000.00	331,200.00	273,700.00	(57,500.00)	540,000.00	388,800.00	321,300.00	(67,500.00)	(125,000.00)
5204979	247361VM7	DELTA AIR PTC 1990-E15 10.33% 03/26/2006 247361VM7	0.0000	34.1063	34.1063	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,801,000.00	614,254.46	497,537.06	(116,717.40)	(116,717.40)
5231755	87941TAD7	TELEGLOBE INC GTD DEB 7.2% 07/20/2009 87941TAD7	0.0000	1.2500	1.2500	0.0100	1.0000	USD	1.0000	26,335,000.00	329,187.50	263,350.00	(65,837.50)	16,619,000.00	207,737.50	166,190.00	(41,547.50)	(107,385.00)
5084588	247361VU9	DELTA AIR PTC 1990-B16 10.79% 03/26/2014 247361VU9	81.5000	42.3770	42.3770	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,250,000.00	529,712.50	425,528.75	(104,183.75)	(104,183.75)
T104832	87941T972	TELEGLOBE CANADA INC TEMP 8% 10/23/2026	0.0000	0.0080	0.0080	1.0000	1.0000	USD	1.0000	13,000,000.00	104,000.00	51,275.86	(52,724.14)	12,000,000.00	96,000.00	47,331.56	(48,668.44)	(101,392.58)
5406872	59832WAE9	MIDWEST GENERATION LLC PASSTHRU CTF SER A 8.30% 07/02/2009 59832WAE9	102.5940	100.7500	100.7500	0.0100	1.0000	USD	1.0000	2,625,000.00	2,644,687.50	2,546,250.00	(98,437.50)	0.00	0.00	0.00	0.00	(98,437.50)
5197153	247361VK1	DELTA AIR PTC 1990-C15 10.33% 03/26/2006 247361VK1	0.0000	34.1771	34.1771	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,601,000.00	547,175.37	451,009.71	(96,165.66)	(96,165.66)
EXEXA	269282109	EXX INC-CL A	2.4500	1.4047	2.4500	1.0000	1.0000	USD	1.0000	51,850.00	127,032.50	80,367.50	(46,665.00)	51,850.00	127,032.50	80,367.50	(46,665.00)	(93,330.00)
5253212	987406AA3	YOSEMITE SECURITIES TRUST I 99-A LNKD ENRN OBLG LDS-DFLT 8.25% 11/15/2049 987406AA3	0.5000	2.0000	2.0000	0.0100	1.0000	USD	1.0000	4,350,000.00	87,000.00	2,718.75	(84,281.25)	450,000.00	9,000.00	281.25	(8,718.75)	(93,000.00)
5451783	247361VW5	DELTA AIR PTC 1990-D16 10.79% 03/26/2014 247361VW5	81.5000	34.3068	34.3068	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,500,000.00	514,602.00	423,966.00	(90,636.00)	(90,636.00)
5778017	125568AE5	CIT GROUP FDG CO CDA SR NT 5.6% 11/02/2011 125568AE5	80.0749	60.5000	60.5000	0.0100	1.0000	USD	1.0000	4,815,000.00	2,913,075.00	2,864,925.00	(48,150.00)	3,935,000.00	2,380,675.00	2,341,325.00	(39,350.00)	(87,500.00)
SE11267	70557RAA8	PEGASUS AVIATION LEASE SECURITIZATION IIASBTK/SERIES 5.81% 05/10/2031 70557RAA8	0.0000	43.0000	43.0000	0.0100	1.0000	USD	1.0000	1,000,000.00	430,000.00	352,500.00	(77,500.00)	0.00	0.00	0.00	0.00	(77,500.00)
5174451	629377AN2	NRG ENERGY INC SENIOR DEB 6.50% 05/16/2006 629377AN2	0.0000	0.3896	0.3896	0.0100	1.0000	USD	1.0000	25,057,250.00	97,626.75	57,631.68	(39,995.07)	22,005,250.00	85,735.70	50,612.08	(35,123.62)	(75,118.69)
5648314	247361VX3	DELTA AIR PTC 1990-E16 10.79% 03/26/2014 247361VX3	0.0000	34.1063	34.1063	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	5,000,000.00	1,705,315.00	1,632,090.00	(73,225.00)	(73,225.00)
5BBF5B4	85431AFH5	VICTORIA STANFIELD FIN LTD MTN VR 032406-032509 3.13% 3/24/2009 85431AFH5	0.0000	42.0000	42.0000	0.0100	1.0000	USD	1.0000	550,000.00	231,000.00	192,500.00	(38,500.00)	450,000.00	189,000.00	157,500.00	(31,500.00)	(70,000.00)
5BBKJQ7	2284499A4	CROWN PAPER CO SR SUB NOTES -ESCROW CUSIP- 11% 09/01/2005 2284499A4	0.0000	0.2500	0.2500	0.0100	1.0000	USD	1.0000	29,260,000.00	73,150.00	36,575.00	(36,575.00)	25,937,000.00	64,842.50	32,421.25	(32,421.25)	(68,996.25)
5346617	XS0120313605	TXU EUROPE FUNDING LTD EURO ISSUE- IN DEFAULT 7% 11/30/2007	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	8,503,000.00	340,120.00	307,151.75	(32,968.25)	7,429,000.00	297,160.00	268,355.91	(28,804.09)	(61,772.34)
5596000	841338AA4	SOUTHEAST BANKING CORP CV S/D -REG- FLAT 4.75% 10/15/1997 841338AA4	0.0000	3.0000	3.0000	0.0100	1.0000	USD	1.0000	1,839,000.00	55,170.00	229.75	(52,871.25)	0.00	0.00	0.00	0.00	(52,871.25)
5263095	XS0108136465	RSL COMMUNCIATION LTD -DEFAULTED 12.875% 03/01/2010	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	2,000,000.00	80,000.00	29,000.00	(51,000.00)	(51,000.00)
5334867	XS0107420217	PASMINCO FINANCE LTD EURO MEDIUM TERM NOTE 0% 02/10/2049 Q73665AA1	0.0001	7.0000	7.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,250,000.00	87,500.00	37,500.00	(50,000.00)	(50,000.00)
5454713	CH0004931496	SA																

5147251	12542AAB3	CHS ELECTRONICS INC SENIOR NOTES 9.875% 04/15/2005 12542AAB3	0.0000	0.5000	0.0000	0.0100	1.0000	USD	1.0000	27,500,000.00	137,500.00	137,500.00	0.00	0.00
5BBDTK4	12560PEA5	CIT GROUP INC MEDIUM TERM SR NTS 2.9050% 10/27/2008 12560PEA5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	4,500,000.00	4,419,180.00	4,419,180.00	0.00	0.00
5307531	196267AD0	COLOR TILE INC SR NT IN DEFAULT 10.75% 12/15/2001 196267AD0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	1,700,000.00	0.00	0.00	0.00	0.00
5220319	21061PAD8	CONSUMER PACKAGING INC SR NOTE 9.75% 02/01/2007 21061PAD8	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	23,854,000.00	0.00	0.00	0.00	0.00
5272505	2107959D4	CONTINENTAL AIRLINES INC SR NOTES GTD-REG-ESCROW-DEFAULT 11.5% 03/15/1997 2107959D4	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	13,600,000.00	0.00	0.00	0.00	0.00
5430398	2338609B3	DAIRY MART CONVENIENCE STORES INC - ESCROW - 10.25% 03/15/2004 2338609B3	0.0000	0.0100	0.0100	0.0100	1.0000	USD	1.0000	584,000.00	58.40	58.40	0.00	0.00
D004752	243457108	DECISIONONE CORP NEW	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	58.00	0.00	0.00	0.00	0.00
5115626	247701AB1	DELTA MILLS INC SR NOTE SER B 9.62500 09/01/2008 247701AB1	0.0000	8.6000	8.6000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5123009	262497AG5	DRYPERS CORP SR NTS SER-B 10.25% 06/15/2007 262497AG5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	15,953,000.00	0.00	0.00	0.00	0.00
5310628	2695249C0	EAGLE GEOPHYSICAL INC SR NT SER B -ESCROWED- 10.75% 07/15/2008 2695249C0	0.0000	0.0100	0.0100	0.0100	1.0000	USD	1.0000	11,000,000.00	1,100.00	1,100.00	0.00	0.00
5030910	2003368R9	ESC COMDISCO INC NOTE - ESCROW - 6.125% 01/15/2003 2003368R9	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	1,050,000.00	0.00	0.00	0.00	0.00
5037926	4983269C3	ESC KITTY HAWK INC SR SECD NTS 9.95% 11/15/2004 4983269C3	0.0000	0.5000	0.5000	0.0100	1.0000	USD	1.0000	22,523,800.00	112,619.00	112,619.00	0.00	0.00
5578456	2107959L6	ESCROW CONTINENTAL AIRLINES INC "IN DEFAULT" 10% 11/15/2001 2107959L6	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	5,718,000.00	0.00	0.00	0.00	0.00
5359457	40065L9B9	ESCROW GUANGDONG INTL TR & INV 144A 8.75% 11/23/2003 40065L9B9	0.0000	4.6500	4.6500	0.0100	1.0000	USD	1.0000	1,700,000.00	79,050.00	79,050.00	0.00	0.00
5358558	40065L9A1	ESCROW GUANGDONG INTL TR & INVT 144A-IN DEFAULT 6.75% 11/15/2020 40065L9A1	0.0000	4.6500	4.6500	0.0100	1.0000	USD	1.0000	1,575,000.00	73,237.50	73,237.50	0.00	0.00
5294718	297862AB0	ETOYS IND CONV SUB NOTE-IN DEFAULT 6.25% 12/01/2004 297862AB0	0.0000	1.4500	1.4500	0.0100	1.0000	USD	1.0000	4,000,000.00	58,000.00	58,000.00	0.00	0.00
5261713	302088AH2	EXODUS COMMUNICATIONS INC SR NT - IN DEFAULT 10.75% 12/15/2009 302088AH2	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	53,180,000.00	0.00	0.00	0.00	0.00
5158280	302088AB5	EXODUS COMMUNICATIONS INC SR NTS - IN DEFAULT 11.25% 07/01/2008 302088AB5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	25,850,000.00	0.00	0.00	0.00	0.00
5355200	302088AL3	EXODUS COMMUNICATIONS INC USS SR NT 11.625% 07/15/2010 302088AL3	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	191,285,000.00	0.00	0.00	0.00	0.00
F006921	301990719	FCLT LOANS ASSET (FIRST CITY LIQ. TRUST)	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	109,941.00	0.00	0.00	0.00	0.00
FCFCL	33762E108	FIRSTCITY LIQUIDATING TRUST CL B CBI	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	109,941.00	0.00	0.00	0.00	0.00
3BBWTX8	36099ACJ0	FULTON CNTY GA DEV AUTH SPL FACS REV DELTA AIRLINES INC 5.30% 05/01/2013 36099ACJ0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	120,000.00	0.00	0.00	0.00	0.00
5233639	37937WAD1	GLOBAL RATED ELIGIBLE ASSET TR 1998-A ASST BACKED NT -DEFAULT 0% 01/15/20037937WAD1	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5C64242	37937WAA7	GLOBAL RATED ELIGIBLE ASSET TR CL A2 7.33% 03/15/2006 37937WAA7	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5C64936	37937WAB5	GLOBAL RATED ELIGIBLE ASSET TR SERIES 1998-A CL-A-DEFAULT 7.06% 09/15/2007 37937WAB5	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5139489	38012TAB8	GMACM HOME EQUITY LN TR SERIES 2006-HE3 CLASS A2 5.75% 10/25/2036 38012TAB8	76.9930	58.0000	58.0000	0.0100	1.0000	USD	1.0000	8,025,750.00	4,654,935.00	4,654,935.00	0.00	0.00
5BBQVB1	36186LAC7	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A3 6.193% 12/25/2037 36186LAC7	48.0810	48.0000	48.0000	0.0100	1.0000	USD	1.0000	18,090,000.00	8,683,200.00	8,683,200.00	0.00	0.00
5BBQTZ9	36186LAD5	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A4 6.424% 12/25/2037 36186LAD5	31.7589	44.0000	44.0000	0.0100	1.0000	USD	1.0000	21,330,000.00	9,385,200.00	9,385,200.00	0.00	0.00
5141557	38012TAD4	GMACM HOME EQUITY LOAN TRUST MTGPC/SERIES 2006-HE3 A-4-VAR 6.088% 10/25/2036 38012TAD4	81.7825	44.0000	44.0000	0.0100	1.0000	USD	1.0000	2,025,000.00	891,000.00	891,000.00	0.00	0.00
5BBKVN8	36186KAD7	GMACM HOME EQUITY LOAN TRUST MTGPC/SERIES 2007-HE1 A-4-VAR 5.952% 08/25/2037 36186KAD7	38.1446	44.0000	44.0000	0.0100	1.0000	USD	1.0000	4,050,000.00	1,782,000.00	1,782,000.00	0.00	0.00
5282351	361881AA3	GMD BONDHOLDER TRUST OFFSHORE TR CTF 144A 0% 12/31/2026 361881AA3	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5281808	G3944MAA5	GMD BONDHOLDER TRUST OFFSHORE TR CTF REG S 0% 12/31/2026 G3944MAA5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5957171		GREAT 98-A SERIES A-2 FRN	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5246447	36228YAC9	GST NETWORK FUNDING INC SR SECD DISC NTE DEFAULT 10.50% 05/01/2008 36228YAC9	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
5329921	362359AC5	GT GROUP TELECOM INC SENIOR DISC EXCH NTS-DEFAULTED 13.25% 02/01/2010 362359AC5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	14,000,000.00	0.00	0.00	0.00	0.00
5252671	422660AD2	HECHINGER CO *IN DEFAULT* 6.95% 10/15/2003 422660AD2	0.0000	1.5000	1.5000	0.0100	1.0000	USD	1.0000	5,892,000.00	88,380.00	88,380.00	0.00	0.00
5205553	422660AC4	HECHINGER CO SR DEBS 9.45% 11/15/2012 422660AC4	0.0000	1.5000	1.5000	0.0100	1.0000	USD	1.0000	20,158,000.00	302,370.00	302,370.00	0.00	0.00
5223763	457659AM2	INSILCO CORP SR SUB NOTE SER-B *IN DEFAULT* 12% 08/15/2007 457659AM2	0.0000	0.0625	0.0625	0.0100	1.0000	USD	1.0000	20,185,000.00	12,615.63	12,615.63	0.00	0.00
5143514	457661AA4	INSILCO HOLDINGG CO SR DISC NT 14% 08/15/2008 457661AA4	0.0000	0.0625	0.0625	0.0100	1.0000	USD	1.0000	6,750,000.00	4,218.75	4,218.75	0.00	0.00
5051503	462213AK5	IONICA PLC -SNR DISC NTS 15% 12/31/2049 462213AK5	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	1,500,000.00	15.00	15.00	0.00	0.00
5033225	462213AJ8	IONICA PLC SR NOTE 13.50% 08/15/2006 462213AJ8	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	1,500,000.00	15.00	15.00	0.00	0.00
5249169	465266AC8	IT GROUP INC SENIOR SUB NOTE SER B 11.25% 04/01/2009 465266AC8	0.0000	0.0100	0.0100	0.0100	1.0000	USD	1.0000	36,949,500.00	3,694.95	3,694.95	0.00	0.00
5574462	477122AV7	JET EQUIPMENT TR MEZZANINE NOTE CL B 95-B 7.83% 08/15/2012 477122AV7	0.0100	0.0100	0.0100	0.0100	1.0000	USD	1.0000	2,860,000.00	286.00	286.00	0.00	0.00
5142368	488035AE6	KELLSTROM INDS INC CONV SUB NOTES-*DEFAULTED* 5.50% 06/15/2003 488035AE6	0.0000	1.2500	1.2500	0.0100	1.0000	USD	1.0000	23,010,000.00	287,625.00	287,625.00	0.00	0.00
5125334	488035AC0	KELLSTROM INDS INC SUB NTS CONV 5.75% 10/15/2002 488035AC0	0.0000	1.2500	1.2500	0.0100	1.0000	USD	1.0000	15,209,000.00	190,112.50	190,112.50	0.00	0.00
LEHJQ	B2PJYC5	LEHMAN BROS HLDGS INC DEP SH REPSTG 1/100TH 7.95%	8.2500	0.0100	0.0100	1.0000	1.0000	USD	1.0000	36,718.00	367.18	367.18	0.00	0.00
5109706	537902AC2	LIVENT INC SR NTS - IN DEFAULT 9.375% 10/15/2004 537902AC2	0.0000	0.2500	0.2500	0.0100	1.0000	USD	1.0000	18,167,000.00	45,417.50	45,417.50	0.00	0.00
5278012	54986QAA5	LUKENS INC MEDIUM TERM NOTES 6.50% 02/01/2006 54986QAA5	0.0000	0.0625	0.0625	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	0.00
3502020	586169AN4	MEMPHIS TN HLTH EDL&HSG FAC BRD MFHR SECUR.-A-IN DEFAULT 8.68% 12/15/2049 586169AN4	0.0100	0.0000	0.0000	0.0100	1.0000	USD	1.0000	1,000,000.00	0.00	0.00	0.00	0.00
3681870	607168AY7	MOBILE ALA INDL DEV BRD SOLID WSTE DISP RV REF-MOBILE ENERGY 6.95% 01/01/2020 607168AY7	0.0100	25.0000	25.0000	0.0100	1.0000	USD	1.0000	9,294.00	2,323.50	2,323.50	0.00	0.00
3BBZCT2	64999BJL9	NEW YORK N Y CITY INDL DEV AGY SPL FAC REV NORTHWEST AIRLINES 6% 06/01/2027 64999BJL9	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	500,000.00	0.00	0.00	0.00	0.00
5C98570	62936EAF5	NPV VI INC 1998-2 HEALTH CARE RCVBLES NT 6.10% 5/1/2004 62936EAF5	0.0000	0.1250	0.1250	0.0100	1.0000	USD	1.0000	7,000,000.00	8,750.00	8,750.00	0.00	0.00
5368394	629377AL6	NRG ENERGY INC BONDS-DEFAULT 8.6250% 04/01/2031 629377AL6	0.0000	0.2300	0.2300	0.0100	1.0000	USD	1.0000	56,400,000.00	129,720.00	129,720.00	0.00	0.00
5310622	629377AG7	NRG ENERGY INC DEFAULT 8.25% 09/15/2010 629377AG7	0.0000	0.2300	0.2300	0.0100	1.0000	USD	1.0000	21,150,000.00	48,645.00	48,645.00	0.00	0.00
5368395	629377AK8	NRG ENERGY INC NOTES-DEFAULT 7.75% 04/01/2011 629377AK8	0.0000	0.2300	0.2300	0.0100	1.0000	USD	1.0000	21,150,000.00	48,645.00	48,645.00	0.00	0.00
5219666	629377AE2	NRG ENERGY INC SR NOTE 7.50% 06/01/2009 629377AE2	0.0000	0.2300	0.2300	0.0100	1.0000	USD	1.0000	30,550,000.00	70,265.00	70,265.00	0.00	0.00
5075991	629377AD4	NRG ENERGY INC SR NOTE 7.50% 06/15/2007 629377AD4	0.0000	0.2300	0.2300	0.0100	1.0000	USD	1.0000	30,550,000.00	70,265.00	70,265.00	0.00	0.00
5BDDFC1	629ESC9Q9	NWA A SEN - ESCROW CUSIP - 2.30% 12/31/2049 629ESC9Q9	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	20,000,000.00	0.00	0.00	0.00	0.00
5BDDFC4	629ESC9W6	NWA A SEN - ESCROW CUSIP - 2.39% 12/31/2049 629ESC9W6	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	2,000,000.00	0.00	0.00	0.00	0.00
5BDDFC3	629ESC9U0	NWA A SEN - ESCROW CUSIP - 2.52% 11/01/2004 629ESC9U0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	6,500,000.00	0.00	0.00	0.00	0.00
5BDDFC2	629ESC9S5	NWA A SEN - ESCROW CUSIP - 5.52% 10/01/2007 629ESC9S5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	40,275,000.00	0.00	0.00	0.00	0.00
5BDDDY9	629ESC9B2	NWA A SEN - ESCROW CUSIP - 6.36% 03/01/2005 629ESC9B2	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	27,250,000.00	0.00	0.00		

5245527	81375BAK8	SECURITIZED MULTIPLE ASSET RATED TR 1997-5ASSET BACKED 2005-5% 09/12/2005 81375BAK8	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	18,000,000.00	185.00	186.00	0.00	0.00	0.00	0.00	0.00
5C60831	81375BAN2	SECURITIZED MULTIPLE ASSET RATED TR ASSET BKD NT 7.056% 06/15/2005 81375BAN2	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	1,000,000.00	10.00	140.00	0.00	0.00	0.00	0.00	0.00
5E12094	81375BAM4	SECURITIZED MULTIPLE ASSET SERIES 1997-6 CL A-1 7.71% 11/15/2006 81375BAM4	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	30,068,000.00	300.68	300.68	0.00	0.00	0.00	0.00	0.00
5237126	784123AF8	SFC NEW HLDGS INC SR SUB NT 13.25% 08/15/2003 784123AF8	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	7,000,000.00	0.00	0.00	0.00	17,530,050.00	0.00	0.00	0.00
5563864	836153AC0	SOURCE MEDIA INC SR SECD NTS 12.00000 11/01/2049 836153AC0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	4,876,944.00	0.00	0.00	0.00	5,000,000.00	0.00	0.00	0.00
SSMR	867833600	SUNSHINE MNG & REFGN COMPANY PAR %0.01	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	11,483,635.00	0.00	0.00	0.00	5,999,544.00	0.00	0.00	0.00
5070867	292689AC0	TXU - ENERGY GROUP OVERSEAS BV GTD NOTES 7.375% 10/9/98 7.425% 10/15/2017 292689AC0	32.7500	20.0000	20.0000	0.0100	1.0000	USD	1.0000	18,880,000.00	3,776,000.00	3,776,000.00	0.00	18,255,000.00	3,651,000.00	3,651,000.00	0.00
5071495	292689AD8	TXU - ENERGY GROUP OVERSEAS BV GTD NT 7.55% 10/15/2027 292689AD8	32.7500	20.0000	20.0000	0.0100	1.0000	USD	1.0000	30,633,000.00	6,126,600.00	6,126,600.00	0.00	21,450,000.00	4,290,000.00	4,290,000.00	0.00
5264525	873169AJ5	TXU EASTERN FUNDING CO GTD SR NOTE 6.75% 05/15/2009 873169AJ5	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	8,650,000.00	346,000.00	346,000.00	0.00	10,167,000.00	406,680.00	406,680.00	0.00
5264215	873169AF3	TXU EASTERN FUNDING GTD SR NT- IN DEFAULT 6.45000 05/15/2005 873169AF3	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	4,037,000.00	161,480.00	161,480.00	0.00	815,000.00	32,600.00	32,600.00	0.00
5261756	92326YAF6	VENTURE HOLDINGS TRUST *IN DEFAULT* 11.00000 12/31/2049 92326YAF6	0.0000	0.1250	0.1250	0.0100	1.0000	USD	1.0000	11,475,000.00	14,343.75	14,343.75	0.00	10,575,000.00	13,218.75	13,218.75	0.00
5102085	92326YAD1	VENTURE HOLDINGS TRUST SR NOTE SER B 9.50% 07/01/2005 92326YAD1	0.0000	0.1250	0.1250	0.0100	1.0000	USD	1.0000	7,125,000.00	8,906.25	8,906.25	0.00	7,125,000.00	8,906.25	8,906.25	0.00
VIAHF	G93447111	VIATEL HOLDING BERMUDA LIMITED NEW	1.0000	1.0000	1.0000	1.0000	1.0000	USD	1.0000	187.00	187.00	187.00	0.00	164.00	164.00	164.00	0.00
5726350	93934WAA3	WASHINGTON MUT PFD FDG TR I PERPETUAL 144A *IN DEFAULT* 6.534% 12/29/2049 93934WAA3	10.1880	0.0000	0.0000	0.0100	1.0000	USD	1.0000	5,980,000.00	0.00	0.00	0.00	7,020,000.00	0.00	0.00	0.00
WAMPO	939322814	WASHINGTON MUTAL INC 7.75% SERIES R NON CUM PERPETUAL CONV PREFERRED STOCK	285.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	5,520.00	0.00	0.00	0.00	6,480.00	0.00	0.00	0.00
5002385	960080AB5	WESTFED HOLDINGS INC MNT SER DEB SPLT CPN 15.50% 09/15/2049 960080AB5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00
5042652	978093AE2	WOLVERINE TUBE INC SENIOR NOTE SER B 10.50% 04/01/2009 978093AE2	92.0000	85.0000	85.0000	0.0100	1.0000	USD	1.0000	966,000.00	821,100.00	821,100.00	0.00	241,000.00	204,850.00	204,850.00	0.00
C010314	125127159	WTS CD RADIO INC EXP 5/15/2009 ACCREDITED INVS	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	18,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ICGCW	449246115	WTS ICG COMMUNICATIONS INC	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	11,911.00	0.00	0.00	0.00	7,054.00	0.00	0.00	0.00
W003885	94769A119	WTS WEBLINK WIRELESS EXP PENDING 2012	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	201,455.00	0.00	0.00	0.00	134,303.00	0.00	0.00	0.00
5322253	55376WAD1	MTS INC SR SUB NOTE 9.375% 03/19/2009 55376WAD1	0.0000	4.5000	4.5000	0.0100	1.0000	USD	1.0000	4,036,450.00	181,640.25	181,640.26	0.01	2,610,135.00	117,456.08	117,456.08	0.00
5955774	CH0001188025	SASEA HOLDINGS 3.25% 10/01/2042	0.0000	1.1800	1.1800	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	17,100.00	201.78	208.79	7.01
5C58202	393505YC0	GREENTREE FINANCIAL CORPORATION MTGPC/SERIES 7.75% 03/15/2028 393505YC0	0.0000	0.0056	0.0056	0.0100	1.0000	USD	1.0000	795,000.00	44.63	79.50	34.87	680,000.00	38.18	68.00	29.82
5273066	195204AA0	COLO.COM SR NOTE 144A - IN DEFAULT 13.875% 03/15/2010 195204AA0	0.0000	0.0082	0.0082	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	4,293,000.00	354.07	429.30	75.23
5C48250	393505UY6	GREEN TREE FINL CORP SER 1997-4 MFD HSG SR/SUB 7.73% 02/15/2029 393505UY6	0.0000	0.0056	0.0056	0.0100	1.0000	USD	1.0000	4,644,999.00	261.43	464.50	203.07	3,956,000.00	222.66	395.60	172.94
5258646	CH0001129714	MAXWELL COMMUNICATIONS VAR RATE LIQUID 5% 12/31/2050	0.0000	1.0500	1.0500	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,897,324.00	19,921.90	20,614.54	692.64
5127481	XS0045549812	MAXWELL COMMUN 8.375% 09/01/2030	0.0000	0.4500	0.4500	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	7,943,000.00	35,743.50	37,285.67	1,542.17
5054115	DE0004115027	MAXWELL COMMUNICATIONS EURO DEBS 0% 06/15/2049 G59024AF9	0.0000	0.3100	0.3100	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	16,459,000.00	51,022.90	52,852.07	1,829.17
5463379	CH0001207908	SAIRGROUP *IN DEFAULT* 5.125% 03/01/2003 H83970AX33	10.1559	10.2564	10.2564	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	115,000.00	11,794.87	14,336.46	2,541.59
5445610	U29302AJ2	ENRON CORP EURO DEB 0.97% 12/31/2049 U29302AJ2	0.0000	0.0140	0.0140	0.0100	1.0000	USD	1.0000	213,000,000.00	29,820.00	32,134.41	2,314.41	87,000,000.00	12,180.00	13,125.32	945.32
5573732	717113AA2	PHAR-MOR INC SR NOTE-DEFAULTED 11.72% 09/11/2002 717113AA2	0.0000	0.7446	0.7446	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,884,000.00	14,028.53	18,840.00	4,811.47
5442794	29357YAD5	ENRON CREDIT LINKED NOTES TR STERLINGS CREDIT LINKED NOTE 7.25% 05/24/2006 29357YAD5	0.0000	1.0000	1.0000	0.0100	1.0000	USD	1.0000	1,000,000.00	10,000.00	19,998.54	9,998.54	0.00	0.00	0.00	9,998.54
5446359	U29302AG8	ENRON CORP DEFAULT 0.678% 12/31/2049 U29302AG8	0.0000	0.0140	0.0140	0.0100	1.0000	USD	1.0000	460,000,000.00	64,400.00	69,398.26	4,998.26	540,000,000.00	75,600.00	81,467.53	5,867.53
5478585	CH0007054882	POLLY PECK 5.625% 09/20/2049	0.0000	0.5000	0.5000	0.0100	1.0000	USD	1.0000	15,535,000.00	77,675.00	84,680.52	7,005.52	27,855,000.00	139,275.00	144,131.86	4,856.86
5131393	CH0007055665	POLLY PECK INTL FINANCE CHF 6.25% 03/29/2049	0.1766	0.5000	0.5000	0.0100	1.0000	USD	1.0000	18,090,000.00	90,450.00	98,607.70	8,157.70	18,950,000.00	94,750.00	99,989.10	5,239.10
5271493	CH0000939394	SWISSAIR DEFAULTED 5.50% 07/23/2004	0.0000	10.2600	10.2600	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	750,000.00	76,950.00	93,498.66	16,548.66
5449494	H83970AJ4	SAIRGROUP 2.775% 09/10/2049 H83970AJ4	10.1559	10.2564	10.2564	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,750,000.00	179,487.18	210,108.44	30,621.26
5BBQTY6	36186LAG8	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A6 6.249% 12/25/2037 36186LAG8	46.2138	44.0000	44.0000	0.0100	1.0000	USD	1.0000	3,450,000.00	1,518,000.00	1,535,250.00	17,250.00	4,050,000.00	1,782,000.00	1,802,250.00	20,250.00
5461232	CH0001207569	SAIRGROUP ZUERICH VARIABLE RATE 4.125% 02/15/2013 H83970AU9	10.9948	10.5600	10.5600	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	2,035,000.00	214,896.00	253,693.03	38,797.03
5262964	78442FDQ8	SLM CORP MEDIUM TERM NTS 3.06% 07/27/2009 78442FDQ8	94.5000	88.0000	88.0000	0.0100	1.0000	USD	1.0000	1,840,000.00	1,619,200.00	1,638,704.00	19,504.00	2,160,000.00	1,900,800.00	1,923,696.00	22,896.00
NWA	667280408	NORTHWEST AIRLS CORP	9.8500	9.8000	9.8500	1.0000	1.0000	USD	1.0000	416,436.00	4,101,894.60	4,122,716.40	20,821.80	445,643.00	4,389,583.55	4,411,865.70	22,282.15
5381485	125581AV0	CIT GROUP INC NEW SR NT 3.04938% 01/30/2009 125581AV0	97.7330	90.0940	90.0940	0.0100	1.0000	USD	1.0000	1,650,000.00	1,486,551.00	1,511,730.00	25,179.00	1,350,000.00	1,216,269.00	1,236,870.00	20,601.00
5574272	13135BAE6	CALPINE GENERATING CO 9.07% 04/01/2009 13135BAE6	0.0000	0.2500	0.2500	0.0100	1.0000	USD	1.0000	14,800,000.00	37,000.00	74,000.00	37,000.00	5,200,000.00	13,000.00	26,000.00	13,000.00
5BBQZT6	36186LAB9	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A2 6.054% 12/25/2037 36186LAB9	48.9240	49.0000	49.0000	0.0100	1.0000	USD	1.0000	3,523,920.00	1,726,720.80	1,761,960.00	35,239.20	4,429,080.00	2,170,249.20	2,214,540.00	44,290.80
5741989	247361VR6	DELTA AIR PTC 1990-G3 10.79% 09/26/2013 247361VR6	84.5000	25.5343	25.5343	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	10,772,000.00	2,750,554.80	2,830,364.54	79,809.74
5252629	XS0103759089	S-AIR GROUP FIN 7.50% 11/15/2007	0.0000	3.3150	3.3150	0.0100	1.0000	USD	1.0000	2,270,000.00	75,250.50	124,850.00	49,599.50	1,730,000.00	57,349.50	95,150.00	37,800.50
5666251	125568AB1	CIT GROUP FUNDING CO CDA SR NT 4.65% 07/01/2010 125568AB1	85.7500	65.0000	65.0000	0.0100	1.0000	USD	1.0000	550,000.00	357,500.00	486,640.00	129,140.00	450,000.00	292,500.00	398,160.00	105,660.00
5169833	963150AA5	WHEELING PITTSBURGH STL CORP SR SECD NT 6% 08/01/2010 963150AA5	55.0000	97.0000	97.0000	0.0100	1.0000	USD	1.0000	6,705,304.00	6,504,144.88	6,705,304.00	201,159.12	2,274,859.00	2,206,613.23	2,274,859.00	68,245.77
5634664	125577AV8	CIT GROUP INC R/MD 5.09125 12/19/2008 2.72875% 12/19/2008 125577AV8	98.6360	93.0000	93.0000	0.0100	1.0000	USD	1.0000	3,300,000.00	3,069,000.00	3,219,810.00	150,810.00	2,700,000.00	2,511,000.00	2,634,390.00	123,390.00
5435819	CH0003532998	SWISSAIR CORP ***IN DEFAULT 6.25% 04/12/2005	0.0000	10.2600	10.2600	0.0100	1.0000	USD	1.0000	10,000,000.00	1,026,000.00	1,313,311.99	287,311.99	0.00	0.00	0.00	287,311.99
5555517	247361VV7	DELTA AIR LINES INC DEL EQUIP TR CTF SER 1990 C 10.79% 03/26/2014 247361VV7	81.5000	34.1771	34.1771	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00				